issue, over, the word "or" is construed "and," and consequently the estate does not go over to the ulterior devisee, unless both the specified events happen: see Jarman, 6th Am. ed., pp. 506-7, and cases there cited.

In such a case the testator evidently intends that a benefit shall accrue to the issue through the parent, and it would be highly improbable that he should mean that the benefit should depend upon the contingency of the devisee attaining majority. So, in this case, it is highly improbable that the testator should have meant that if the said children should die without making a will, the issue should be deprived of inheritance, and that the estate should go over to others not connected with the testator in blood relationship.

I am of the opinion that under this will if both Mary Chandler and John Chandler should die without either of them making a will and without either of them leaving children, the executory devise would take effect, but, if either of them should leave a will or leave children, the executory devise to Eliza McDonald's heirs will not take effect; and, subject only to both of these events not happening, I think John Chandler can make a good title in fee simple to the property.

MACMAHON, J. APRIL 25TH, 1905.

WEEKLY COURT.

RE HARRIS, CAMPBELL, AND BOYDEN FURNITURE CO. OF OTTAWA.

DOUGLAS'S CASE.

Company — Winding-up — Contributory — Shares Issued as Paid up—Jurisdiction of Master to Inquire as to Actual Payment.

Appeal by C. A. Douglas from report of local Master at Ottawa (reasons, ante 514) whereby the appellant was held to be a contributory to the company in winding-up proceedings in the sum of $2,000 on account of 30 shares of the capital stock of the company of the par value of $100 per share.

G. F. Henderson, Ottawa, for appellant.

M. J. Gorman, K.C., for the liquidator.