

amounts to and indicates a repeal in favour of this corporation of so much of the Charitable Uses Act of 1736 as prohibits persons devising lands to a charity.

The said testator further provided that the trustees should, after meeting the prior bequests directed in the will, pay all the rest and residue unto the treasurer, for the time being, of the Brant Avenue Methodist Church, to be applied by them or their successors in reducing the debt existing against the church property.

*Held*, that this residuary bequest was invalid, for there was no special law empowering the said trustees to hold lands except under the Statutes already referred to, incorporating the Connexional Society of the Wesleyan Methodist Church in Canada, and 47 Vict. c. 88, s. 6 (O.), being the late Statute incorporating the Methodist Church. The first Statute, 14-15 Vict. c. 142, was intended to confer benefits mainly upon two objects; first, the book and printing establishment, and secondly, the Superannuated Preachers' Fund. It had no reference to individual churches at all, and all that is intended to be expressed by the later Statutes, 47 Vict. c. 88, s. 6 (O.), is that, as the Connexional Society has been merged in the new and larger corporation of the Methodist Church, the latter corporation shall stand in place of the other, with all its powers, rights, etc., for the purpose and objects thereof, that is to say, of the Connexional Society; and the language does not warrant the construction that the special privileges granted by the Act of 1851 are to be extended to all the purposes and objects of the new ecclesiastical corporation, and, therefore, the argument that s. 6 of 47 Vict. c. 88, enlarges indefinitely the capacity of the new corporation—the Methodist Church—to hold land for all purposes, including that contemplated in the above will for the endowment of particular churches of the body, could not be sustained. Here, the devise was not six months before the death of the testator, as required by the general law, R. S. O. (1887), c. 216, s. 19.

*Harley*, for the plaintiff.

*Riddell*, for the next of kin.

*Osler*, for A. W. Semmans and M. H. Phillips.

*MacLaren*, for the Methodist Church.

*Brewster*, for the trustees of the Brant Avenue congregation of the Methodist Church.

Ferguson, J.]

June 21.

STEVENSON v. MCHENERY.

*Misrepresentation—House described as "solid brick"—Insufficient description of lands in agreement.*

Two houses were built with extensions in rear, in a terrace or row, the inside walls of the terrace and the extensions being brick, but the inside walls between the houses themselves and the adjoining houses, and also between the extensions and the main houses, to the height of the roofs of the extensions, being of wood, lathed and plastered; but the outside rear walls of the houses above the roofs of the extensions being brick resting upon timbers at the top of the wooden wall below.

*Held*, not to be "solid brick" houses.

The property in an agreement, for instance, was described as "135 ft. on G. ave., the same being 337 ft. west from R. ave., Parkdale, on the north side of said avenue."

It was shown that R. ave. was the west boundary of Parkdale, and G. ave. a street in it, which as such street would have its termination at R. ave., but it extended across R. ave. as a road or way outside of Parkdale, and no further description of said land was given, such as the depth or by reference to a plan or otherwise.

*Held*, that the property was not sufficiently described.

*Moss*, Q.C., for the plaintiff.

*Laidlaw*, Q.C., for the defendant.

Ferguson, J.]

[June 27.

Re HARGIN AND FITZINGER.

*Will—Devise—Properties—Real Estate covered—Occupation of tenant—Possession of testator.*

A testator, by his will, provided as follows: "I will and bequeath to C. H. all properties, moneys and personal effects now in my possession for her own and sole use, to be disposed of as she may see proper."

*Held*, that this devise passed real estate.

*Held*, also, that real estate in the occupation of a tenant at the time of the testator's death was in the possession of the testator.

*Hoyles*, for the vendor.

*C. J. Holman*, for the purchaser.