

is sound and evangelical in doctrine and pure in worship, using the songs of praise, the inspired book which can unite all nations," &c.

The evidence showed that this description applied to the said church:

Held, not void for uncertainty, for that the testator clearly intended the said Church as the legatee.

The testator then proceeded thus: "To the pious poor converted Jews that meet together for the reading of the scriptures for their instruction and mental edification I leave \$1,000:"

Held, a good charitable bequest and not void for uncertainty.

Lastly, the testator gave "the balance" of his estate "to the poor and destitute, to supply their wants in food and raiment:"

Held, a valid bequest so far as the residue consisted of personalty, and an inquiry directed to guide the Court in the application of the fund. *Gillies et al. v. McConochie*, 203.

3. *Devise of rent to attesting witness—Statute of Limitations—Possession*—25 Geo. II. ch. 6, sec. 1—*R. S. O. ch. 108, sec. 5, sub-sec. 5—**Ib.*, secs. 10, 11, 12, and 43.]—A testator devised land, subject to a lease, to J. H. in fee, and as to the rent directed half to be paid to J. H., and half to the executor in trust for J. H. The executor, assuming the devise to be valid, paid all the rent to J. H. The latter executed a deed of the land to C. H., to whom he afterwards paid the rent with the privy of the executor, as soon as he received it from him. C. H. went into possession of the land after the expiration of the lease, and had been so receiving rent or in possession for more than ten years before action commenced. J. H. was a witness to the will.

Held, (affirming the decision of *PROUDFOOT, J.*) that the devise of rent was void under 25 Geo. II. ch. 6, sec. 1, as J. H. was the beneficial devisee of the whole of it.

Held, further, (also affirming *PROUDFOOT, J.*) that the perception of the rent by the executor was from the outset "wrongful" within *R. S. O. ch. 108, sec. 5, sub-sec. 5*, and C. H. had acquired a good title by possession. *Hopkins v. Hopkins et al.* 223.

WORDS, CONSTRUCTION OF.

Traction engine.] — See AGREEMENT.

WORK AND LABOUR.

Contract—Construction—Condition precedent—Obtaining estimate of engineer.]—*O. D. & Co.* contracted with the Government to complete certain telegraph works, and *M.* afterwards contracted with *O. D. & Co.* to construct part of the said works, in which latter contract *O. D. & Co.* covenanted to pay *M.* at the rate mentioned therein per mile, but the contract was expressed to be subject to the condition that the said payments should be made to *M.* within twenty days after the estimate of the engineer in charge, to be by him put in from time to time to the Minister of Public Works, and service of a copy of such estimate on *O. D. & Co.*

Held, that this alone, apart from other portions of the contract, was sufficient to make such estimate and service of a copy thereof, a condition precedent to *M.*'s right to recover for work done under his contract.

Furthermore, by a third contract *T. M.* and *G. M.* contracted with both *M.* and *O. D. & Co.* to make

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