

and North Western R.W. Co. (1888), 38 Ch. D. 145; *McCheane v. Gyles*, [1902] 1 Ch. 911; *Kendall v. Hamilton* (1879), 4 App. Cas. 504; *McArthur v. Hood* (1855), 1 Cab. & El. 550; *Montgomery v. Foy Morgan & Co.*, [1895] 2 Q.B. 321; *Moser v. Marsden*, [1892] 1 Ch. 487.

The proper order is to direct the consolidation of the three actions now pending and to direct that they shall proceed as one action in which the Ottawa Separate School Trustees shall be plaintiffs, and the banks, the members of the Commission, the Attorney-General, and Mackell et al. (representing the class of ratepayers), shall be defendants, and the statements of claim already delivered shall stand, unless the plaintiffs elect to deliver a new statement of claim.

The question of costs occasioned by the addition of these parties against the plaintiffs' desire is reserved to be dealt with at the trial, so that justice may be done—due regard being had to all circumstances that may then appear.

The defendants must evolve the issues between the plaintiff and themselves and among themselves as they may be advised.

Costs of the motions to be costs in the cause.

SUTHERLAND, J.

MARCH 20TH, 1917.

RE DOAK AND FREEMAN.

*Vendor and Purchaser—Agreement for Sale of Land—Title under Will—Life Estate—Direction to Sell—Distribution of Proceeds—Vested Interests—Executor—Implied Power of Sale—Conveyances—Parties to.*

Motion by the vendors in an agreement for the sale and purchase of land (a farm) for an order under the Vendors and Purchasers Act declaring that the vendors can give a good title thereto.

The motion was heard in the Weekly Court at Toronto.

T. J. Agar, for the vendors.

J. D. Bissett, for the purchaser.

SUTHERLAND, J., in a written judgment, said that John B. Freeman was the owner at the time of his death on the 22nd November, 1890, of the land in question, and that by his last will and testament, dated the 27th September, 1888, he disposed