

and is coincident with the westerly limits of Gloucester, and that no part of the township of Nepean lies between Ottawa and the river; and the bridge was therefore wrongly described as being in the two townships.

Held, also, that though this could have been amended at the trial, it could not be amended on this motion, and a new trial was ordered.

Per CAMERON, J.—The situation of the island in the river should not affect the liability of the municipality, for the bridge was evidently a county work, being intended to span the whole river and form a way from one bank to the other, the island, which was out of the direct course that the bridge would otherwise have taken, being merely used for engineering purposes.

Held, also, that under R. S. O. ch. 174, sec. 495, the duty of maintaining the bridge was cast upon the city and county. *Regina v. The Corporation of the County of Carleton*, 277.

2. *By-law for taking gravel to repair streets—Award—Uncertainty.*

—Pursuant to a by-law of the town of Ingersoll, permitting that municipality to take gravel from C.'s land for repairing their streets, without mentioning the quantity, the award was made that the corporation should "pay C. thirty-two and a half cents for every load of gravel or stone they should take for the repairs of their roads, as and for compensation for the injury done, and that the right to take such gravel at this price should extend for five years."

Held, that the by-law should have defined the quantity of gravel required to be taken, and the award should have fixed the value of such quantity as well as the amount to be paid for the right of entry to take the same away, and therefore that the award

was bad. *In re the Corporation of the Town of Ingersoll and Carroll*, 488.

WILL.

1. *Vendors and Purchasers Act—R. S. O. ch. 109—Will, construction of—Power of sale with executor's consent—Practice—Parties.*—A testator devised to his wife for life a parcel of land "with the power of sale at any time during her life, subject to the consent of my executors." Three executors were appointed by the will, one of whom died. A contract for sale of part of the land having been entered into, it was objected by the purchaser that the consent of the two surviving executors was not sufficient.

Held, that in the conflicting state of the authorities upon the question, the title was not one which the Court could force upon a purchaser.

Held, also, that under such a power the land could be sold in parcels.

On a petition under the Vendors and Purchasers Act the question of the existence or validity of the contract for sale cannot be tried, but only those matters which would be entertained upon a reference as to title under a decree for specific performance.

The only parties necessary on such a petition are those who would be parties to a suit for specific performance, and therefore mortgagees who had been joined were dismissed with their costs. *Re Thomas MacNabb*, 94.

2. *Will, construction of—After-acquired property.*—The testator owned eighty acres of land, and sold a part thereof; subsequently and on the 30th March, 1876, he made his