

Latchford, J.]

RE WOLFE AND HOLLAND.

[March 22.]

*Will—Life estate with power of appointment amongst class.*

*Held*, that the words "I leave my property to my wife, to share with the children as she sees fit" in a devise of lands, passes to the widow merely a life estate with a power of appointment among the children; such bequest imposes an obligation on the devisee to divide or share the property among his children at her death.

*Burrell v. Burrell* (1778), 1 Ambl. 660, and see *Theobald on Wills*, 7th ed., 327, 482.

*W. C. Greig*, for the vendors. *W. Greene*, for the purchaser. *A. C. T. Lewis*, for the Official Guardian.

Master in Chambers.]

NEY v. NEY (No. 2).

[March 22.]

*Parties—Defendant joined in alimony action as to collateral relief—Joinder—Cause of action not affecting a co-defendant.*

*Held*, 1. While a claim for the custody of the children may be joined in an action by the wife against the husband for alimony, another person taking care of the children under the defendant's directions cannot be made a co-defendant for the purposes of the relief sought as to the custody of the children.

2. Two separate causes of action, in one of which one of the defendants has no concern, cannot be joined.

*McLarty*, for plaintiff. *Phelan*, for defendants.

Middleton, J.]

[March 23.]

RE MATTHEW GUY CARRIAGE AND AUTOMOBILE CO.

*Company—Capital stock—Illegal issue at discount—Cancellation—Estoppel—Shareholder attending meeting.*

*Held*, 1. It is competent to a company, upon discovering that it has, under a mistake of law, been illegally issuing its shares at a discount, to return the subscriptions and cancel the allotment, and the issue of stock so made.

2. A shareholder's attendances, as such, at the meetings of the company may estop him from denying that he is a shareholder, but do not estop him from denying that he is a shareholder in respect of a greater number of shares than were covered by the