

Ottawa on some of the facts which the plaintiffs wished to prove, and that the books, or at all even all those that were not absolutely required all the time at the head office, might be brought to Winnipeg with the other officers to verify them so that the court might see the original books instead of certified copies of portions of them.

Foley, for plaintiffs. *O'Connor* and *Blackwood*, for defendant.

HIGH COURT OF JUSTICE.

Divisional Court, K.B.]

[July 2.

RE STREET AND NELSON.

Will—Devise to wife for life with remainder to surviving children and to issue of children dying before testator and his wife.

A testator devised all his estate to his wife for her support for life, and for the maintenance and education of his children, and on her death to be equally divided amongst the children. By a codicil he directed that if M., a married daughter, should die before both her parents, leaving a child or children, they should receive her portion. On testator's death, he, having predeceased his wife and children, sold a portion of the lands, and joined in the conveyance to the purchaser. On a petition under the Vendors and Purchasers' Act.

Held, that the conveyance was effective to pass the fee.

Cavell, for purchaser. *Hasard*, for vendor.

Divisional Court, K.B.]

[From Teetzel, J.

SAVEREUX v. TOURANGEAU.

Deed—*Fraud*—*Conveyance of same land to two purchasers*—*Priorities*—*Option*—*Agreement*—*Registration*—*Action to remove cloud on title*—*Leave to amend*—*Parties*—*Grantor*—*Specific performance*—*Terms*.

By a writing under seal, but without consideration, dated Jan. 2, 1907, M. covenanted and agreed with the plaintiff that if at any time he (M.) should be desirous of selling the land described in the document, he would give the plaintiff the option of first chance to purchase the same at \$40 per acre, and to give the plaintiff 30 days' notice in writing of intention to sell