

the test given by Moss, J.A., in that case (p. 522), would a company in Windsor which sent goods to Toronto to be sold on commission be held to be carrying on business here so as to allow service under Rule 159 on the Toronto commission man?

I think the motion must prevail and the service be set aside, but without costs, in view of the circular and Mr. Gundy's answer.

The plaintiff may be able to proceed under Rule 162 (h) or (e).

BRITTON, J.

MARCH 16TH, 1906.

WEEKLY COURT.

RE CAMERON.

Will — Construction — Incomplete Bequest — Legatee not Named—Vagueness as to Subject—Extrinsic Evidence, Inadmissibility of—Void Bequest—Bequest to Church—Income—Perpetuity—Charitable Bequest—Validity.

Motion by the Royal Trust Co., as administrators with the will annexed of the estate of Archibald Cameron, for an order declaring the true construction of two clauses of the will.

C. A. Moss, for the administrators.

W. A. Baird, for the Presbyterian Church at Beachburgh.

BRITTON, J.:—Is not clause 1 of the will void for uncertainty?

The words are: "I give, devise, and bequeath all my real and personal estate of which I may die possessed or entitled to, in the following manner, that is to say: six payments on the Wright farm as follows:—April 1st, 1905, \$420; April 1st, 1906, \$400; April 1st, 1907, \$380; April 1st, 1908, \$360; April 1st, 1909, \$340; April 1st, 1910, \$320."