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**MULTIFARIOUSNESS** — *Parties to Suit.*] An executor *de son tort* sold property and invested the proceeds in land, and conveyed the land to his daughter by a deed to which his wife was not a party. After his death a suit was brought against the widow and daughter to have the land charged with the trust affecting the original property. *Held*, that the widow was properly joined in the suit. The objection of multifariousness set up by a defendant who is concerned only in a portion of the subject matter of the suit is a question of discretion to be determined by considerations of convenience with regard to the circumstances of the case. *DUNLOP v. DUNLOP* .....72

2. — *Rectification and Foreclosure of Mortgage.*] Bill sustained for the rectification of a mortgage, and for the foreclosure and sale of the mortgaged premises. *KING v. KEITH* .....538

**NEW TRIAL**—*Issues Tried by Jury—Improper Admission and Rejection of Evidence—Misdirection—Voluntary Gift Inter Vicos—Undue Influence—Burthen of Proof.*] The granting of a new trial by the Court of Equity of issues tried before a jury is largely in the discretion of the Court, and where evidence has been improperly admitted or rejected, if the findings are satisfactory to the Court, and are the same that ought to have been made had there been no improper admission or rejection of evidence, and the Court is satisfied that justice has been done, a new trial will not be granted. The Court of Equity, in the exercise of its discretion, will not grant a new trial on the ground of misdirection, if it is of such a nature, in view of all the circumstances and the charge as a whole, that it ought not properly to have influenced the jury, and their finding is the same that ought to have been made had there been no misdirection, and the Court is satisfied that justice has been done. The doctrine of undue influence and the burthen of proof in cases of voluntary gifts *inter vivos* considered. *BRADSHAW v. THE FOREIGN MISSION BOARD OF THE BAPTIST CONVENTION OF THE MARITIME PROVINCES* .....346

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**ORDER OF COURT**—*Hilary Term, 1896—Foreclosure Suit—Assessment of Damages.*] It is ordered, that when a bill shall be filed for the foreclosure and