BOYD, C.] [Sept. 25.

RE CHANDLER AND CHASE.

Will—Construction—Life estate—Remainder to sons—Rule in Shelley's case.

Vendor and purchaser application.

A will contained the following clause: "To my son, G. W., I give and bequeath during his lifetime the s. e. ¼ of said lot 4 before mentioned, and at his death to go to and be vested in his son W.C., or in case other sons should be born to my son G.W. then to be equally divided between all of the boys."

Held, that G. W. took a life estate only, and that there was a vested remainder in fee in his sons as a class which would let in all born before his death.

Atkinson, Q.C., for the vendor.

Holman for the purchaser.

BOYD, C.] [Sept. 26.

RE NORTHCOTE.

Will — Construction — Devise — Restraint on alienation.

After a devise to his son C. of certain lands his heirs and assigns for ever, a testator added that his devise to C. was subject to this express condition, that he should not sell or mortgage the land during his life, but with power to devise the same to his children as he might think fit in such way as he might desire.

Held, that the case was governed by *Re Winstanley*, 6 O.R. 315, and that the property was not clothed with a trust in favour of the children, but the devisee took it in fee simple with, however, a valid prohibition against selling or mortgaging it during his life.

J. R. Roaf for purchaser.

J. M. Clark for vendor.

Practice.

MR. DALTON.] [Sept. 7.

SHAW *v.* CRAWFORD.

Notice of trial—Action in Chancery Division—Assizes—Chancery sittings—Right of defendant to give notice of trial—Rule 654.

In an action in the Chancery Division in which no jury notice had been given, the defendant gave notice of trial for the Assizes, beginning 10th September, 1889, and the plaintiff for the Chancery Sittings, beginning 4th November, 1889.

Held, that under Rule 654 either party has the right to give notice of trial for the next sittings, whether an Assize or a Chancery sittings; and the plaintiff cannot take away the right from the defendant by giving notice of trial for a later sittings.

The plaintiff's motion to set aside the defendant's notice of trial was therefore refused.

Palmateer v. *Webb*, 7 C.L.T., Occ.N., 244, distinguished.

C. A. Durand for plaintiff.

R. S. Neville for defendant.

MR. DALTON.] [Sept. 21.

ESSERY *v.* GRAND TRUNK RAILWAY CO.

Solicitors—Agents in county towns—Posting up papers where no agent booked—Rules 203, 204, and 461.

Where a solicitor has not entered the name of an agent for him in a county town, service of papers in an action where the proceedings are being carried on in such county town cannot be effected upon him by posting up copies in the office of the local registrar there, if he has the name of a Toronto agent duly entered.

Rules 201, 204, and 461 considered.

Macnish for plaintiff.

Aylesworth for defendants.

BOYD, C.] [Sept. 24.

GIRVIN *v.* BURKE—BURKE *v.* GIRVIN AND SPENCE.

Consolidation of actions—Conduct of consolidated cause—Priority in time—Burden of proof—Scope of actions.

In determining which party is to have the conduct of a consolidation of two cross-actions, the main *indicia* to be regarded are, which action was first begun? Upon whom does the chief burden of proof lie? Which action is the more comprehensive in its scope?

And where G. first sued B. for cancellation and delivery up of four promissory notes made by G. and S. jointly to B., and also for cancellation of an agreement in relation to which the notes were given; and B. afterwards sued G. and S. upon three of the four notes in question; and substantially the same issues were raised in