not erected, but the site of them was afterwards in 1887 conveyed by Oxby to Sage. The plaintiffs were Sage's successors in title of the houses, and the defendant his successors in title of the adjoining plot of land. The plaintiffs claimed to restrain the defendants from building on the adjoining land so as to obstruct the light to the houses as it existed at the date of the grant to Sage under which they claimed, but Joyce, J. held that they were not entitled to succeed, because it was in the contemplation of Sage under whom the plaintiffs claimed title at the time he took his deed, that the adjoining land was to be built upon, and therefore it was not a case of derogating from the grant.

WILL – CONSTRUCTION—MISDESCRIPTION OF LEGATEE—"WIFE."

Anderson v. *Berkley* (1902) 1 Ch. 936, is an instance of a misdescription of a legatee in a will, being cured by the Court of construction. In this case the testator had bequeathed a fund upon trust for his son's "wife Letitia" if she should survive him. The son died in New Zealand, and had written to the testator from thence stating that he had married Letitia Lilian Cumberland. It turned out after his death that though he had cohabited with her as his wife, they were never in fact married. Joyce, J. held, nevertheless, that Letitia Lilian Cumberland was entitled to the bequest, and that the words "my son's wife" might be rejected, if they had stood alone the result as the learned judge points out would have been different, so also if the gift had been conditional on the legatee remaining the widow of the testator's son.

TENANT FOR LIFE – REMAINDERMAN—CAPITAL OR INCOME—FINE ON SURRENDER OF LEASE.

In re Hunloke Fitzroy v. *Hunloke* (1902) 1 Ch. 941, decides (Eady, J.) the short point that as between a tenant for life and remainderman a fine paid in pursuance of an option contained in a lease as the consideration for a tenant for life accepting a surrender thereof, belongs absolutely to the tenant for life as a casual profit.

WILL—CONSTRUCTION GIFT OF RESIDUE TO INDIVIDUALS IN SHARES—GIFT OF INCOME FOR MAINTENANCE OF ALL—VESTED OR CONTINGENT.

In re Gossling Gossling v. *Elcock* (1902) 1 Ch. 945, brought up a question upon the construction of a will as to whether a share of residue bequeathed to several individuals on their attaining twenty-one was vested or contingent, one of them having died under