

The plaintiffs thereupon brought the present action to compel the defendants to disconnect their building from the wall, and it was held by Kekewich, J., that they were entitled to the relief claimed; on the ground that during the continuance of the term the plaintiffs were entitled by implied grant to an unqualified right to the access of light to the windows in question, and that the agreement made by the architect was beyond the scope of his authority and was not binding on the plaintiffs and that the user of the wall by the defendants as a party wall was a derogation from their grant.

WILL—GIFT TO TESTATOR'S SON AND HIS CHILDREN—REVOCATION BY CODICIL OF GIFTS TO SON—EFFECT OF REVOCATION ON CHILDREN'S INTERESTS.

*In re Whitehorne, Whitehorne v. Best* (1906) 2 Ch. 121. A testator by his will gave certain benefits to his son G. and after his death for his children; and by a codicil reciting his reasons for dissatisfaction with his son G. he revoked all provisions in his will for his benefit, and directed his will to be construed as if G.'s name had not appeared therein, and by the same codicil he gave a legacy of £500 in trust for the children of G. at twenty-one or marriage, and for their maintenance in the meantime; and the effect of this codicil on the disposition of the will in favour of the children of G. was what Buckley, J., had to determine, and he held that the revocation of the gift to G. did not affect the gift made by the will to his children, but that such gift was accelerated by the codicil, and that the children were consequently entitled both to the benefits given by the will and also to the legacy bequeathed by the codicil.

COMPANY — PROSPECTUS — MISSTATEMENTS — OMISSION — PROPERTY PURCHASED OR ACQUIRED — NON-DISCLOSURE — DIRECTOR — LIABILITY — COMPANIES ACT, 1900 (63 & 64 VICT. c. 48) s. 10 — (6 EDW. VII., c. 27, s. 5(g) (ONT.) — "SUB-PURCHASER."

*Brookes v. Hansen* (1906) 2 Ch. 129 was an action against the director of a company for omitting to disclose particulars of property proposed to be purchased by the company as required by the Companies Act, 1900 (63 & 64 Vict. c. 48) s. 10 (6 Edw. VII., c. 27, s. 5(g) (Ont.). It was conceded that the prospectus had been issued bona fide and that there was no intentional fraud on defendant's part. It appeared by the evidence that in