EASEMENT—WAY—GENERAL WORDS IN CONVEYANCE—CONVEYANCING AND LAW OF PROPERTY ACT, 1881 (44 & 45 VICT., C. 41) S. 6, SUB-S. 2—(R.S.O. C. 119, S. 12).

International Tea Co. v. *Hobbs* (1903) 2 Ch. 165, was an action brought to restrain the obstruction of a right of way claimed by the plaintiffs to the back of their premises over the yard of an adjoining house owned and occupied by the defendant. The defendant had been originally the owner of both houses, and he leased the plaintiffs' premises to one Kearly for 21 years from March, 1891. This was assigned to the plaintiffs who subsequently purchased the freehold thereof from the defendant. The conveyance described the premises as those mentioned in the lease and contained no general words. The way in question had been used for some years before the date of the conveyance with the permission of the defendant by the tenants and occupiers of the premises, but not for such a length of time as to give any right. Under these circumstances Farwell, J., held that at the time of the conveyance the way in question was used and enjoyed with the property conveyed, and therefore under the Conveyancing and Property Act (44 & 45 Vict., c. 41) s. 6, sub-s. 2, (R.S.O. c. 119, s. 12) the way passed to the grantee without any express or general words, as part of the property conveyed.

WILL—CONSTRUCTION—GIFT TO CHILDREN OF TENANT FOR LIFE "OR LEGAL REPRESENTATIVES."

In re Roberts, Percival v. *Roberts* (1903) 2 Ch. 200, Joyce, J., was called on to construe a will whereby the testator gave a share of his residuary estate to each of his two daughters for their respective lives and after their respective deaths directed their shares to be divided between their respective "children or legal representatives." Some of the children predeceased their mothers. The learned judge held that the "representatives" referred to in the will were the representatives of the deceased daughters and not the representatives of their deceased children, and that the addition of the words "or legal representatives" did not operate as a divesting clause, but constituted an alternative gift to arise only in the event of there being no child who took a vested interest; and consequently all the children of the daughters who survived the testator or were born after his death took vested interests notwithstanding that they might not have survived their respective mothers.