NUISANCE—INJUNCTION—FRIED FISH SHOP.

Adams v. *Ursell* (1913), 1 Ch. 269. The plaintiff in this case claimed that a fried fish shop carried on by the defendant in a house adjoining the plaintiffs' house was a nuisance and he claimed an injunction to restrain the defendant from continuing it. The evidence established that the defendant supplied fresh fish and had the most approved appliances, but that the odour caused by the frying fish was an inconvenience, materially interfering with the ordinary comfort physically of human existence, and therefore granted the injunction.

LEGACY—DISCLAIMER—RIGHT TO RETRACT DISCLAIMER—REFUSAL OF TENANT FOR LIFE TO RECEIVE INCOME—PAYMENT TO SECOND LIFE TENANT—DEATH OF SECOND LIFE TENANT—RIGHT OF FIRST LIFE TENANT TO RETRACT REFUSAL AS TO FUTURE INCOME.

In re Young Fraser v. *Young* (1913) 1 Ch. 272. In this case the facts were that trustees accepted and held a legacy in trust for the plaintiff for life, and after her death for her son for life and after his death for the residuary legatees, but the plaintiff being annoyed at the terms of the will refused to receive the income and with her consent it was paid to her son. The son having died she desired to retract her refusal quoad the future income and the question was whether she could do so as against the residuary legatees who contended that her refusal was absolute and could not be retracted. Eady, J., who tried the action came to the conclusion that the plaintiff's refusal to receive the income could not be treated as the disclaimer of a legacy and that as neither the trustees nor the residuary legatees had changed their position on the faith of that refusal, it could be retracted as far as the future income was concerned.

SETTLED ESTATE—LEASEHOLD—SPECIFIC BEQUEST—RENT AND OUTGOINGS TO BE PAID OUT OF GENERAL ESTATE—SALE BY LIFE TENANT—APPLICATION OF PROCEEDS OF SALE OF TRUST LEASEHOLD.

In re Simpson Clarke v. *Simpson* (1913) 1 Ch. 277. A testator bequeathed a leasehold to his executors and trustees in trust to permit his wife to occupy the same during her widowhood, and provided that the ground rent, rates, taxes and out-