

against the plaintiffs, and that the plaintiffs are not to be prejudiced by such joinder if it should be held that the contract sued upon was not a joint contract and that the said S. A. Vasey is not liable thereon, and in that case the defendant F. Griffiths is to pay his co-defendant, S. A. Vasey, his costs subject to any right of contribution one may have against the other," and the plaintiff was ordered to pay Griffiths the costs of the appeal in any event. This seems an anomalous proceeding and we have referred to it more at length on another page.

NUISANCE—CHILDREN'S HOSPITAL FOR SURGICAL TREATMENT OF TUBERCULOSIS—RISK OF INFECTION—LEASE—RESTRICTIVE COVENANTS—BUILDING SCHEME—CONVEYANCE OF REVERSION—HOUSE NOT TO BE USED OTHERWISE THAN AS PRIVATE DWELLING—INJUNCTION.

*Frost v. The King Edward VII. Welsh National Association* (1918) 2 Ch. 180: This was an action to restrain the defendants from carrying on a children's hospital for the surgical treatment of tuberculosis, on two grounds, (1) that the hospital was a nuisance; (2) that the defendants were bound by a restrictive covenant not to use the premises in question otherwise than for a private residence. Eve, J., who tried the action, held that no case of nuisance had been made out; but, on the second ground, he granted an injunction suspending its operation for six months. The facts relating to the restrictive covenant in respect of which the injunction was granted were somewhat complicated. The premises in question were originally demised in 1887 for a term of 99 years subject to a covenant by the lessee not to carry on any offensive business. The reversion was afterwards in 1889 conveyed to a Mrs. Wilson, who covenanted with the grantors for the benefit of themselves and those claiming under them not to use the premises otherwise than for a dwelling; she then in 1893 conveyed the reversion to the lessee who covenanted to indemnify her against her covenant. The lessee being then owner of the fee conveyed to the defendants, and it was held that they were bound by the covenant in the lease of 1889, the premises in question being the subject of a building scheme of which the plaintiff's property was part.

WILL—CONSTRUCTION—"ISSUE"—CONTEXT.

*In re Burnham, Carrick v. Carrick* (1918) 2 Ch. 196. In this case Sargant, J., in considering a will, holds that for the purpose of determining the meaning of the word "issue" in a will the context may be looked at, and where it is apparent from other