for certain property, including *inter alia* a lease "agreed to be granted," of certain premises. At the time of the contract there was not in existence any binding agreement to grant the lease in question, but after the sale the lease was granted to the promoters and duly assigned by them to the company. The company contended that the proportion of purchase money attributable to the "lease agreed to be granted" should be refunded. Sargant, J., who tried the action, held that whether or not the lease was properly described in the contract the company had, in fact, obtained what it had bargained for, and no secret profit having been made, the company was not entitled to any relief, and this opinion was affirmed by the Court of Appeal (Cozens-Hardy, M.R., and Eady and Phillimore, L.JJ.). Sargant, J. also held that the objection if valid would have gone to the entire contract and that relief could not be given by way of apportionment of the purchase money.

WILL—LATENT AMBIGUITY—GIFT TO HUSBAND AND WIFE AND "THEIR DAUGHTER"—EXTRINSIC EVIDENCE AS TO WHICH ONE OF FIVE DAUGHTERS WAS MEANT—HUSBAND AND WIFE

In re Jeffery, Nussey v. *Jeffery* (1914) 1 Ch. 375. Under the will in question in this case the testatrix gave her residuary personal estate "between my brother W. J., his wife and their daughter." At the date of the will and at the death of the testatrix W. J. had five daughters and one of the questions in the case was which one of the five was meant. Evidence was given to show that the testatrix had been on intimate terms with a daughter named Phœbe and not with any of the others and that she had, in 1909, made a previous will in which Phœbe and her father were the residuary legatees. Warrington, J., was of the opinion that the evidence was admissible to show which of the five daughters was intended, but treating it as evidence of surrounding circumstances only it was sufficient to show that Phœbe was the daughter referred to by the testatrix. Another question for decision was in what proportions the parties took, and it was held that they took in equal third shares, the husband and wife taking separately and not as one person, the learned judge following on this point *Re Dixon*, 1889, 42 Ch.D., 306, in preference to *Re Jupp* (1888), 39 Ch.D. 148.

RESTRAINT OF TRADE—OTHER BUSINESS SIMILAR TO THAT OF EMPLOYER—SEVERANCE OF COVENANT—REASONABLENESS—AREA OF RESTRAINT—TIME LIMIT—INJUNCTION.

Nevanas & Co. v. *Walker* (1914) 1 Ch. 413. In 1908 the plaintiffs, who were meat importers, agreed to employ the defendant