formerly claimed, that if the defendants should not admit assets, then for administration of the real and personal estate of the deceased trustee. There was no averment that he had devised any real estate, and this was the only mention in the statement of the claim of the real estate of the deceased trustee. On 28th July, 1879, the writ was amended by claiming that the defendant, James Price, was also personally liable. On 20th March, 1880, judgment was awarded against the defendant, James Price, personally, and also for the administration of the real and personal estate of the testator. Subsequently, in 1881, inquiries were added as to the real estate specifically devised. Previous to the judgment, but after the registration of the *lis pendens*, viz., on 18th Nov., 1878, Nicholas Price mortgaged certain real estate specifically devised to him, and the question arose whether the plaintiff and other creditors were entitled to priority over the mortgagees. Kay, J., held that the debts of the plaintiff and other creditors not being a specific charge on the real estate, and there being no claim for administration in the action until after the mortgages had been given, the mortgagees were entitled to priority, and that the registration of the *lis pendens* did not affect their rights. We believe it has not been the general practice in this Province to register a *lis pendens* in administration suits, it has been assumed that all parties were bound by the administration judgment granted in chambers; but this case seems to indicate that the registration of a *lis pendens* is as necessary in such suits as any others in order to guard against the accrual of the adverse rights of purchasers *pendente lite*. This case also indicates the necessity of making all the specific devisees original parties, wherever resort is necessary to the land specifically devised. Under our recent Devolution of Estates Act, however, it will probably be found the executors alone sufficiently represent the realty, unless they have by conveyance or otherwise assented to the specific devises.

EASEMENT—IMPLIED GRANT—VENDOR—CONVEYANCING AND LAW OF PROPERTY ACT, 1881, 44 & 45 VICT. C. 41, S. 6, SS. 2, 4 (49 VICT. C. 20, S. 5, SS. 1, 2 [O.]).

Beddington v. *Atlee*, 35 Chy. D. 317, is a decision of Chitty, J., on a question of conveyancing. The owner (subject to a mortgage in fee) of a house and an adjoining lot first leased the house, then contracted to sell the vacant lot to the defendant, and afterwards contracted to sell the house, subject to the lease, to the plaintiff. The house and lot were first conveyed to the plaintiff, the mortgagee joining in the conveyance; afterwards the vacant lot was in like manner conveyed to the defendant. It was contended by the plaintiff that under the conveyance to him there was an express or implied grant of light to the house as it existed at the time of the sale, by which the owner of the vacant lot was bound. But Chitty, J., held that no such grant could be implied over land which the owner had previously contracted to sell to a third party, and that the section 5, ss. 1 & 2 of the Conveyancing Act, from which 49 Vict. c. 20, s. 5, ss. 1, 2 (O.) is adapted, did not apply.

MARRIED WOMEN'S PROPERTY ACT, 1870—REAL ESTATE—CONVEYANCE BY WIFE WITHOUT HUSBAND'S CONCURRENCE.

Johnson v. *Johnson*, 35 Chy. D. 345, is noteworthy as confirming the view taken by our own courts, that under the Married Women's Property Act, 1870, a married woman could not make a valid conveyance of real estate descended to her as a co-heiress without her husband's joining in the conveyance. Our later Act of 1884, however, has been held to have enabled her to convey alone.

WILL—CONSTRUCTION—GIFT OF RESIDUE TO CHILDREN OF NEPHEW, TO BE VESTED INTERESTS IN SONS AT TWENTY-FIVE, AND IN DAUGHTERS AT TWENTY-FIVE OR MARRIAGE—REMOTENESS.

Re Coppard, Howlett v. *Hodson*, 35 Chy. D. 350, turns on the construction of a will, whereby the testatrix gave a moiety of the residue of her estate to trustees for the benefit of the children of her nephew, to be vested interests in them; as to sons on their attaining twenty-five years of age; and as to daughters on their attaining twenty-five years, or being married before that age; and in case a daughter was married before that age, power was given to settle her share. Power was given to apply the income of an expectant share of any child, for its maintenance and education, and also to apply an expectant share for advancement in life. In case all the children of the nephew should die without taking a vested interest there was a gift over to the testatrix' brothers