

the other hand claimed that as it had been purchased with her money there was a resulting trust in her favour. Buckley, J., held that there was no evidence of any gift of the purchase money by the wife to her husband, and consequently that the land belonged to her, and this decision was affirmed by the Court of Appeal (Williams, Romer, and Cozens-Hardy, L.JJ.) Romer, and Cozens-Hardy, L.JJ., held that it was immaterial as regards the question of resulting trust in such a case, whether the purchase money is paid out of the wife's capital or income.

**WILL—CONSTRUCTION—GIFT TO “WIFE” OF A PERSON FOR LIFE—SECOND WIFE WHETHER INCLUDED.**

*In re Coley, Hollinshead v. Coley* (1903) 2 Ch. 102, a testatrix gave her residuary estates to trustees on trust to pay the income to her son for life and after his decease to “his wife” for life. The son at the date of the will had a wife living well known to the testatrix. After the testatrix's death the son's wife died and he married again, and died leaving the second wife surviving. Kekewich, J., held that the word “wife” must be confined to the wife living at the date of the will, and the second wife was not entitled to the benefit of the gift, and the Court of Appeal (Williams, Romer, and Cozens-Hardy, L.JJ.,) affirmed his decision, overruling *In re Lyne* (1869), L.R. 8, Eq. 65.

**LESSOR AND LESSEE—COVENANT NOT TO ASSIGN WITHOUT LEAVE—LEAVE NOT TO BE UNREASONABLY WITHHELD—LESSOR IMPOSING UNREASONABLE CONDITION—DECLARATORY JUDGMENT—(ONT. JUD. ACT, s. 57 (5)).**

*In Young v. Ashley Gardens* (1903) 2 Ch. 112, the jurisdiction of the court to grant a declaratory judgment was successfully invoked. The plaintiffs were lessees of certain property which they had covenanted not to assign without the leave of the lessors, “such license not to be unreasonably withheld.” They complained that the lessors refused to grant leave to assign except upon a condition which was unreasonable, and they asked a declaration that the license was unreasonably withheld, and that they were entitled to assign without any further consent of the lessor. Joyce, J., who tried the action, being of the opinion that the condition sought to be imposed by the lessor was unreasonable, granted, the plaintiffs the relief claimed, and his decision was affirmed by the Court of Appeal (Williams, Romer, and Cozens-Hardy, L.JJ.)