demised premises for the purposes of a highway. In this case the land in question was a strip of three feet between the highway and certain shops, and as a condition of having the roadway up to the face of the shops, the municipal authority required the lessee of the premises to agree to dedicate the three feet for a footway. No agreement in writing was made, but the pavement was laid down, but the sub-lessees of the shops thereafter were accustomed to use the three feet for placing thereon their goods and show cases. The lessor was no party to the alleged dedication, nor was a mortgage of the lessee. It was held that there had been no binding dedication of the three feet.

WILL—CONSTRUCTION—ANNUITY—DIRECTION TO PAY OUT OF INCOME.

In re Bigge, Granville v. *Moore* (1907) 1 Ch. 714, a testatrix by her will gave her residuary estate to trustees upon trust out of the income thereof to pay certain annuities and, subject thereto, to pay the income to her sister Julia. The income proved insufficiently to pay the annuities which consequently fell in arrear. A summary application was therefore made to the Court to determine first whether the annuities were a charge on the corpus, and, secondly, if not a charge whether they were a continuing charge on the income until they should be satisfied. Neville, J., answered both questions in the negative. Whether an annuity is payable exclusively out of income, or out of current income, or charged upon the corpus of the estate, or whether it is payable out of accumulated income—in other words, whether the arrears of the annuity in any one year are payable out of the income of succeeding years—in his opinion must depend upon the words of the particular will, and such an intention cannot be imputed to a testator unless the words are clear; and in the present will be found no indication of any intention to provide for the case of the current income proving insufficient to pay the annuities. Consequently so far as it was insufficient he held the annuities failed.

PRACTICE—ADMINISTRATION—CREDITORS' ACTION—LEAVE TO CREDITOR NOT A PARTY TO ATTEND PROCEEDINGS.

In re Schwabacher, Stern v. *Schwabacher* (1907) 1 Ch. 719 was a creditor's administration action, and a creditor for £10,000, whose debt had been admitted, applied for leave to attend the