

Court of Appeal (Cozens-Hardy, M.R., and Barnes, P.P.D., and Kennedy, L.J.) have affirmed the judgment of Parker, J. (1907) 1 Ch. 313 (noted, ante, p. 361), holding that though the trust declared by a mortgage of the surplus proceeds of the sale of the mortgaged property after satisfying the claim of the mortgagee was in favour of the mortgagor, "his heirs or assigns," yet upon a sale taking place in the lifetime of the mortgagor a conversion into personalty took place, and though the mortgagor before sale became and died a lunatic, yet the proceeds must be treated as his personal estate.

WILL—CONSTRUCTION—LIFE INTEREST TO WIFE "IF SHE SHALL SO LONG CONTINUE MY WIDOW"—BIGAMOUS MARRIAGE—"WIDOW."

*In re Wagstaff, Wagstaff v. Jalland* (1907) 2 Ch. 35. In this case a testator who had to his knowledge contracted a bigamous marriage, by his will left certain personal estate to his "dear wife Dorothy Josephine Wagstaff," and after making other gifts, left all his residuary estate to his said wife and two others in trust for sale and to invest the proceeds and pay the income to "my said wife during her life if she shall so long continue my widow," and upon her death or marriage in trust for the plaintiff. After the testator's death the pretended wife had confessed to bigamy and had been sentenced, her true husband being still living. As there had been no legal marriage with the testator the plaintiff claimed that the gift to the "wife" during life or widowhood was null and void; but Kekewich, J., held that the words "wife" and "widow" had been used by the testator in a secondary sense, and sufficiently designated the person intended to be benefited though she could not legally claim either designation, and that she was therefore entitled to the life estate until she contracted another marriage subsequent to the death of the testator.

LESSOR AND LESSEE—COVENANT FOR RENEWAL—COSTS OF INVESTIGATING LESSEE'S TITLE.

*In re Baylis* (1907) 2 Ch. 54. There is one point in this case which deserves attention. By a perpetually renewable lease the lessors covenanted that they would make renewals "at the request, costs and charges of the lessee." The lessors incurred certain costs in investigating the title of applicants for a renewal, which were disallowed on taxation; on appeal, however, Keke-