of each of his brothers in the partnership, and continued to carry on the business as sole owner until his death. The principal question was, whether the whole of the property in the business belonging to the testator at his death passed under the will. Bacon, V.C., held that it did, saying:—"When you find the scope of a man's will to be, 'I, being a manufacturer, in partnership, give to my wife the enjoyment of all the share in the business I am carrying on to which I may be entitled at my death,' it cannot be, because that property has become increased by his own purchases or by the death of his brothers, that the provision he has made is to be confined to the one-third of which he was possessed at the date of his will. That would be a very violent construction, and one which I think the Court is not compelled to adopt. . . . In my opinion the 23rd section of the Wills Act, (R. S. O., c. 106, sect. 25), has a direct application, and I hold that the acquisition of a larger interest does not affect in the slightest degree the disposition which the testator made of all the interest he had in the houses, chattels and other property, in the co-partnership business, although the partnership had ceased to exist, and he had become the sole owner of the property."

WILL—NEXT OF KIN "BY VIRTUE OF THE STATUTES" OF DISTRIBUTION.

In *Sturge* v. *G. Western Railway Co.*, p. 444, the testator's will contained an ultimate trust "for the person or persons who at the time such *respective* decease of my children shall, by virtue of the statutes for the distribution of persons dying intestate, be my next of kin, and if more than one, then in the shares, proportions and manner prescribed by the said statute." Hall, V.C., held that by these words the testator had created an artificial class, a class to be ascertained at a time posterior to the testator's death, by supposing that he had then died, *i. e.*, at the later date. "Looking at the whole will," he says, "I cannot divest my mind of the impression that the true construction of it is that the testator intended, and in effect said, at each of several periods you shall ascertain the class, and then the members of it are to take in certain modes, but the modes in which they are to take must be regulated by the Statutes of Distribution as nearly as the existing circumstances of the case will admit—the class being different from that which would have comprised the persons to take if it had been directed by me to be taken at a different period, viz., at my death."

PRACTICE—INFANT—WARD OF COURT.

De Pereda v. *De Mancha*, p. 451, illustrates two points which may be briefly mentioned as follows:—(i) Where in an administration action moneys are paid into Court to the separate account of an infant, this is sufficient to constitute the infant a ward of Court, though the infant be not a party to the said action, and though he may not have been served with notice of the judgment or of any of the proceedings in the action. (ii) Where, upon the hearing of a summons taken out for the appointment of a guardian to an infant, no order has been made, but, upon the suggestion of the Judge, an arrangement has been made as to access to the infant, *semble*, this is of itself sufficient to constitute the infant a ward of Court.

EASEMENT—LIGHT—R. S. O., C. 108, SECT. 37.

In *Seddon* v. *Bank of Bolton*, p. 462, two points require notice. The first (i) is shown by the following passage from the judgment, (Fry, J.):—"I have to ask myself upon whom does the burden rest of proving the enjoyment of the access of light for twenty years? The answer is plain—it rests on the plaintiff. Has, then, the plaintiff discharged that burden? I answer she has not, because there is no evidence tendered by her on which I can rely. . . . The defendant may, in my judgment, displace the whole effect of the affirmative evidence of the plaintiff in either of two ways. They may either show the existence of an obstruction at the commencement of the twenty years, or an interruption