

and subsequently and before the date appointed for the adjourned hearing separated from him, and at the adjourned hearing obtained an order for separation and allowance for maintenance. The Divisional Court (Jeune, P., and Barnes, J.) reversed the order, holding that there had been a condonation which had put an end to the cause of complaint.

WILL—CONSTRUCTION—INVESTMENTS—SECURITIES—SHARES IN COMPANIES.

In re Rayner, Rayner v. Rayner (1904) 1 Ch. 176, a testator by his will declared that "all moneys liable to be invested under this my will may be invested in such securities as my trustees, in their absolute discretion, shall think fit: and I authorize my trustees to continue or have any moneys invested at my death in or upon the same securities." The question submitted to Farwell, J., was, what was the proper meaning of "securities," did it include shares in incorporated companies? He determined that the word "securities" had a well defined primary meaning of "money secured on property," and, although he admitted it also had a secondary meaning, yet he held that the word must be construed according to its primary meaning, and, therefore, it did not include shares and stock in companies, and he rejected, as inadmissible evidence, that the greater part of the testator's estate was, at the time of his death, invested in shares and other property not coming within the primary meaning of "securities." The Court of Appeal (Williams, Romer and Stirling, L.JJ.), however, reversed his decision, holding that the whole clause shewed that the testator used the word "securities" in the sense of "investments," and that in that sense it included shares and stocks in companies.

MORTGAGE—TACKING—CONSOLIDATION—TWO MORTGAGES—COVENANT BY TENANT FOR LIFE OF EQUITY OF REDEMPTION TO PAY ONE OF TWO MORTGAGES—RESERVATION OF RIGHTS AS SURETY.

Nicholas v. Ridley (1904) 1 Ch. 192, is a case in which both the doctrine of tacking and of consolidation are involved. So far as tacking is concerned that right is abolished in Ontario and other Provinces where registration of deeds prevails. Mr. Fisher has explained the difference between tacking and consolidation and shewn that they are distinct rights, and yet as this case shews tacking, sometimes involves consolidation, though consolidation does not necessarily involve the doctrine of tacking. Shortly stated, the facts were as follows: By deed of 2 July, 1821, Richard Ridley mortgaged certain copyhold lands to one Stringer to secure