to be for their sole and separate use without power of anticipation, with power to the trustees to revoke the trusts as regards any daughter on marriage as they should see fit. The question before the Court was whether the trustees could pay the married daughters, upon their separate receipt, their shares in the proceeds of the mixed residue, which at this time consisted of a sum of £700 and three leasehold houses. It was argued that the restraint upon anticipation did not apply to an uninvested sum of money. Bacon, V.C., however, held that they could not, for that "it was their duty in carrying out the trust to see that this fund bore interest, and therefore this was an income-producing fund and subject to the restraint upon anticipation just as much as any other part of the testatrix's estate."

RIGHT OF SUPPORT FROM BUILDING—PRINCIPAL AND AGENT.

In *Lemaitre* v. *Davis*, p. 281, the celebrated case of *Dalton* v. *Angus*, L. R., 6 App. Cas. 740, noted at length in our number for Jan. 1st, ult., was a good deal referred to, and three points arose which require notice: (i.) The first was—whether support can be claimed in law from one building by the owner of another building—supposing that the two buildings adjoin each other—the one building being at the extremity of one owner's land, and the other building being at the extremity of the other owner's land, and supposing that either of them received support and that there was an alteration in the structure in any way? The learned Judge, Hall, V. C., held that, though there was nothing in *Dalton* v. *Angus* which conclusively settles the point, yet there was no reason why if there be a right of support against land, there should not be against a building; and he held, moreover, that it is a right within the scope and provisions of, and claimable under, sect. 2 of Imp. Prescription Act: (R. S. O. c. 108, sect. 25). (ii.) The second point arose from the contention of the defendants that any such right must be obtained openly, not under such circumstances of secrecy as they alleged existed here. Both tenements in this case were ancient, more than sixty years old, and the V. C. said, as to this point: "In a state of things, where the origin of these two buildings goes so far back, it is very difficult to deal with the case, it being almost impossible to prove anything, on the one hand or the other, affirmatively; therefore the conclusion which I come to is that the enjoyment would not be of right if it was *clam*, but I think the evidence shows that the right was open—that each proprietor of the two tenements knew of the existence of the neighbour's cellar; therefore, as a matter of fact, I hold, so far as it may be necessary, that the enjoyment of the right has not been *clam*, or otherwise than open; an open enjoyment within the meaning of the Act. (iii.) The third point was as to whether the employer was liable as well as the contractor, the damage having been done by the latter in carrying out a building contract? The learned V. C., applying the principles laid down in *Dalton* v. *Angus*, held both were liable. "It would be a strange thing," he said, "if principals should be allowed to escape from liability when altering their premises, and erecting new buildings, by saying that they employed contractors under the specifications which were drawn for their guidance, and that the contractors only were liable for any injury which might happen."

ANNUITIES—PERPETUITIES.

The next case, *Blight* v. *Hartnoll*, p. 294, involved two points, one being as to the construction of a bequest of annuities; the second relating to the application of the rule against perpetuities to the will in question; and the third to the exercise of a power of appointment. (i.) The testatrix bequeathed an annuity payable out of the rental and certain hereditaments to A. for life, and after A.'s decease to B. for life, and if B. should die before the end of the term during which the rental was payable, the executors were to