WILL—CONSTRUCTION—DEVISE OF LAND "NOW IN MY OWN OCCUPATION"—LAND SUBSEQUENTLY ACQUIRED AND OCCUPIED BY HIM—SUBSEQUENT CODICIL CONFIRMING WILL—MORTGAGE OF SUBSEQUENTLY-ACQUIRED PROPERTY BY HEIR—RIGHT OF BENEFICIARIES TO FOLLOW PURCHASE MONEY.

In re Champion, Dudley v. *Champion*, (1893) 1 Ch. 101, is a case which in some respects resembles *Hatton* v. *Bertram*, 13 O.R. 766. A testator by his will, made in 1873, devised a freehold cottage with all the land thereto belonging, "now in my own occupation," to trustees in trust for his wife for life, and after her death for his children in equal shares. Subsequently the testator purchased two fields adjoining the cottage, and occupied them with the cottage until his death. In 1877 he made a codicil by which he made some alterations in his will, but confirmed it in other respects. After his death it was assumed by the heir-at-law that the two subsequently-acquired fields had not passed to the devisees of the cottage, and he mortgaged them to the defendant Chapman with notice of the will, who subsequently sold them under the power of sale. The beneficiaries entitled to the devise of the cottage now claimed that they were entitled to the two fields, and claimed that Chapman should account to them for the purchase money he had received. The Court of Appeal (Lindley, Bowen, and Smith, L.JJ.) affirmed the decision of North, J., that by the confirmation of the will by the codicil in 1877 the two fields which had been in the meantime acquired and occupied by the testator passed under the devise of the cottage, and that the beneficiaries were entitled to adopt the sale and follow the purchase money; but that Chapman was entitled to deduct therefrom his costs of sale and any part of the money advanced by him on the mortgage which he could show had been applied for the purposes of the trust estate. It may be noticed that in *Hatton* v. *Bertram* there was no subsequent confirmation of the will, and it was there held that the after-acquired property passed under the devise of the property known as "Walkerfield," "being the property I now reside upon," the court holding that the will spoke from the death of the testator.

SPECIFIC PERFORMANCE—CONTRACT OF LANDLORD TO EMPLOY A POLICE FOR BENEFIT OF HIS TENANTS.

Ryan v. *Mutual Tontine Westminster Chambers Association*, (1893) 1 Ch. 116, is an appeal from a decision of A. L. Smith, J., (1892) 1 Ch. 427 (noted *ante* vol. 28, p. 261). We there ventured to