

ANCIENT LIGHTS—PRESCRIPTION—GREEN HOUSE—BUILDING—PRESCRIPTION
 ACT 1832 (2 & 3 W. 4, c. 71, s. 3—(R.S.O. c. 133, s. 35.)

Clifford v. Hold (1899) 1 Ch. 698, was an action to restrain interference with ancient lights, and the building in respect of which they were claimed was used as a green house, and the point was raised whether ancient lights could be claimed in respect of a building of that description. Kekewich, J., decided the point in the affirmative and granted the injunction. See R.S.O. c. 133, s. 36, which permits the acquisition by prescription of rights of that kind in the future. Rights to light previously acquired are however not interfered with.

WILL—CONSTRUCTION—"ISSUE"—SEVERAL GIFTS IN WHICH ISSUE RESTRICTED TO CHILDREN—GIFT TO ISSUE WITHOUT RESTRICTION.

In *re Birks, Kernyon v. Birks* (1899) 1 Ch. 703, was another case involving the construction of a will. In this instance the testator had given twelve distinct legacies with gifts over to the issue of the legatees dying in the testator's lifetime, in all except the eleventh legacy, the gifts over were qualified by words restricting the class of issue entitled to take to children. In the eleventh legacy there were no such restrictive words, and the question was whether there was any canon of construction which rendered it necessary to construe the word "issue" in the eleventh legacy in the same way as it must be construed in the other legacies. In other words, whether this was within the rule which requires the same words to be construed in the same way throughout a will. Kekewich, J. held that the rule did not apply, and that following in *re Warren's Trusts* (1884) 26 Ch. D. 208, he was bound to construe the word "issue" in the eleventh legacy to mean issue generally, and not merely children.

INFANT—PAYMENT OUT OF COURT OF INFANT'S MONEY—INFANT DOMICILED ABROAD—FOREIGN LAW—FOREIGN GUARDIAN OF INFANT.

In *re Chatard* (1899) 1 Ch. 712, was an application made by the father of infants, entitled absolutely to money in court, for the payment of the money to him as legal guardian of the infants. The infants and their father were French subjects, and by the law of France was entitled to receive and give discharges for all moneys coming to the infants during their minority. Kekewich, J., nevertheless refused to order the money to be paid to the father unless evidence should be adduced showing that it was necessary in the interest of the infants that it should be paid out, and as no such