lessor or any person claiming under him. The lessor assigned the reversion to the defendants, who afterwards also became the purchasers of the adjoining property upon which they erected a building which caused the chimneys in the plaintiff's offices to smoke, and the question was whether this was a breach of the covenant for quiet enjoyment. Byrne, J., who tried the action, decided that it was not, because the erection of the building on the adjoining premises was not done by them under any right acquired from the lessor, but in exercise of the rights under an independent title acquired subsequently to the date of the covenant.

LIMITATION OF PERSONALTY—"POSSIBILITY UPON A POSSIBILITY"—GIFT OF PERSONALTY TO UNBORN PERSON AND AFTER HIS DEATH TO HIS CHILDREN —PERSONAL ESTATE.

In *In re Bowles, Amedroz* v. *Bowles* (1902) 2 Ch. 650, Farwell, J. determines a neat point on the law of powers and holds that the rule that in the limitation of real estate there cannot validly be "a possibility upon a possibility," has no application in the case of personal estate. Therefore where property was settled by a marriage settlement to the husband and wife for life, and, upon the death of the survivor, for such one or more of the children of the marriage, or the issue of such children born in the lifetime of the husband and wife, as they or either of them should appoint, and in pursuance of such power an appointment was made in favour of the three children of the marriage for their lives and after their deaths for their children, the power and appointment thereunder were held to be valid, and not void for remoteness.

UNDER GROUND STREAM—CHANNEL DEFINED BUT NOT APPARENT.

In *Bradford Corporation* v. *Ferrand* (1902) 2 Ch. 655, Farwell, J., determined that where a pond or reservoir of water is fed by an underground stream in a defined channel, but which is not apparent without excavation, the owners of the pond or reservoir have no right of action against other persons who tap the water in such underground stream and thereby diminish the flow of water into the pond or reservoir.

TRUSTEES—POWER IN WILL TO RETAIN INVESTMENTS—SHARES IN COMPANY—EXCHANGE OF SHARES IN OLD COMPANY FOR SHARES IN NEW COMPANY.

In *Re Smith, Smith* v. *Lewis* (1902) 2 Ch. 667, a clause of a will was in question, which empowered trustees to retain any part