

the application of the funds of a trade union to provide benefits for members. Kekewick, J., granted an interlocutory injunction as prayed, but the Court of Appeal (Lord Alverstone, M.R., and Rigby and Collins, L.J.J.) were unanimous that the granting of an injunction in such a case was doing what the statute forbade to be done, as it was in effect in the present case enforcing an agreement for the application of the funds of the Association for the benefit of members; that as the objects of the Association would be illegal but for the Trade Union Act, it was governed by that Act, which prevented the Court from enforcing the agreement in question between the members. This species of legislation is certainly anomalous, in that it purports to give legal rights, and by the same Act declares that such rights shall be incapable of enforcement by the ordinary process of litigation.

**WILL—CONSTRUCTION—HOTCHPOT CLAUSE—REAL PROPERTY LIMITATION ACT
—RENT DUE TO TESTATRIX IN RESPECT OF PROPERTY OF WHICH CHILD
ACQUIRES POSSESSORY TITLE.**

In re Jolly, Gathercole v. Norfolk (1900) 2 Ch. 616, the Court of Appeal (Lord Alverstone, M.R., and Rigby and Collins, L.J.J.) have reversed the decision of North, J. (1900) 1 Ch. 292 (noted ante, vol. 36, p. 299). The case turned on the construction of a hotchpot clause in a will. One of the sons of the testatrix, to whom the clause applied, had during the testatrix's lifetime acquired title by possession as against the testatrix of a freehold farm, by reason of being in possession thereof for more than twelve years without payment of rent. On making a division of the estate, North, J., held that this son must bring into hotchpot the rent of the farm for the period of twelve years while he was acquiring a possessory title; but the Court of Appeal came to the conclusion that under the Real Property Limitation Act all the rights of the reversioner in the farm were extinguished, that, therefore, the unpaid rent was no longer owing to the estate, and should not be deducted from the son's share.

**WILL—CONSTRUCTION—LEGATEE'S RIGHT OF SELECTION—EVIDENCE TO EXPLAIN
WILL.**

In re Cheadle, Bishop v. Holt (1900) 2 Ch. 620, an attempt was made to adduce evidence to explain a testatrix's intention in regard to an ambiguous clause in her will, but it was rejected, and it was held that the Court must construe the will without such