

that, in ordinary language, Philip did not become entitled to the possession of the Petre estates, still less to the actual possession thereof, because if by "actual possession" physical possession was meant, upon the death of Bernard, the persons who became entitled to such actual possession and the receipt of the rents and profits were the assignees under the deed of assignment. But he pointed out that the words creating the power of revocation were "shall become entitled," and so on, "under the limitations of" the Petre settlement, and that those words limited and qualified the expression "actual possession." There seemed to his Lordship to be good ground for contending that in such clauses in this connection the expression "actual possession" had come to be used as opposed to presently entitled in reversion or remainder. His Lordship applied what was said by Sir John Romilly, M.R., in *Hogg v. Jones*, 32 Beav. 45, where there was a gift of heirlooms by reference to the actual possession of real estate; and the Master of the Rolls there held that the heirlooms went to a person who was, in fact, deprived of the possession of the real estate by disentail.

It is seen, therefore, that Mr. Justice Joyce attached no more meaning to "actual possession" than the purely technical one which is commonly ascribed by lawyers to "possession" when unenforced. But what the learned judges of the Court of Appeal would have held, if it had been determined to bring the case before that court, can only be conjectured. Whether they would have considered that "actual" makes a difference by adding something really of substance to the word "possession," or whether it ought to be regarded as a mere redundancy and superfluous, as Mr. Justice Joyce did, is wholly problematical. It is, consequently, extremely advisable to select some other word than "actual" where it is specifically desired that the technical meaning of "possession" shall not prevail. "Physical," or a word synonymous therewith, might advantageously be inserted—in substitution for, or as supplementary to, "actual"—before "possession," if a modification of the technical meaning generally ascribed to that term is intended. All the uncertainty which arises from the conflict of authority to which we have called attention would then be averted.—*Law Times*.