

of his estate there was a conflict between those entitled under the first and those entitled under the second settlement. Byrne, J., held that the first settlement did not fail because of the disclaimer of the trustee, but that when the trust property revested in the settlor by reason of such disclaimer it was subject to the trusts of the settlement; that the beneficiaries under the first settlement were therefore entitled to the settled property, and that they were entitled to have the assets marshalled and the mortgage paid off out of the unsettled assets of the deceased settlor. One of the cestui que trust under the first settlement had accepted the trusts of, and had executed the second voluntary settlement, but this was held not to estop him from claiming under the first settlement.

**COVENANT—BUILDING RESTRICTIONS—ONE HOUSE—DOUBLE TENEMENT HOUSE.**

In *Ilford Park v. Jacobs* (1903) 2 Ch. 522, the plaintiffs claimed to restrain the defendants from committing a breach of a restrictive covenant as to a building. By the covenant in question the defendant was bound to erect no more than one house on any lot. The defendant was proposing to erect a structure which was in fact a double tenement house, consisting of a ground floor tenement and a first floor tenement above. They were to be quite distinct tenements and to have no communication with each other. Eady, J., held that the building constituted two houses and was a breach of the covenant, and granted a perpetual injunction in favour of the plaintiff.

**SOLICITOR—SOLICITOR AND CLIENT—THIRD PARTY—BILL OF COSTS PAYABLE BY TRUSTEES—TAXATION OF TRUSTEES' COSTS BY BENEFICIARIES—TAXATION—PROSPECTIVE COSTS—SOLICITORS' ACT 1843 (6 & 7 VICT. C. 73) S. 39—(R.S.O. C. 174, S. 45.)**

In *re Miles* (1903) 2 Ch. 518. Trustees having employed a solicitor in the distribution of an estate, certain of the beneficiaries obtained an order for the taxation of the solicitor's bill of costs under s. 39 of the Solicitors' Act (see R.S.O. c. 174, s. 45). On the taxation the Master disallowed (inter alia) costs which he thought ought to be borne by the respective beneficiaries, such as letters to and attendance on the several beneficiaries in reference to the proposed distribution and costs relating to particular shares on the ground that these costs were payable out of the beneficiaries' shares and not out of the estates generally. He also disallowed the prospective costs of completing the final distribution of the trust estate. The trustees' solicitor appealed and Eady, J.,