

of the testator so as to revoke the appointment by the deed of 1878; that as to the share invalidly appointed by the deed of 1878 in favor of the grandchildren, the will operated; and lastly, that the eldest son was not put to any election as regarded the benefits taken under the deed of 1878; but that he was as regarded those taken under the will, because the will took effect by operation of law and independently of the intention of the testator.

TRUSTEES—SOLICITOR—COSTS IMPROPERLY INCURRED—COSTS OF ACTION AGAINST TRUSTEES.

*In re Weall, Andrews v. Weall*, Chy.D., 674, was an action by a tenant for life against trustees, claiming that certain costs which the trustees had allowed their solicitor to deduct from the rents collected by him should properly have been charged against the *corpus*, and that others were improperly incurred, the contention of the plaintiff was upheld, and Kekewich, J., ordered the defendants to pay the costs of the action. In the judgment of the learned Judge will be found some useful observations on the duty and liability of trustees as regards solicitors employed by them.

THIRD PARTY—INDEMNITY—COSTS.

*Blore v. Ashby*, 42 Chy.D., 682, was an action for specific performance. The defendant pleaded that he was not liable, on the ground that he signed the contract as agent for another person. The defendant served this other person with a third party notice, and the third party appeared and took no further proceedings. The defendant obtained an order that the question as to the liability of the third person should be tried as soon as might be after the trial of the action. At the trial the third party appeared by counsel and claimed to have the question tried between him and the defendant immediately after the trial of the action without obtaining any direction as to the pleadings or otherwise; this it was held he was entitled to do, and that if the defendant wished for any such directions he should have taken steps to have them given. The trial resulted in favor of the plaintiff as against the defendant, and the question of the liability of the third party was determined in favor of the defendant. The third party was ordered to pay the costs of the third party proceedings between him and the defendant, but the defendant having set up a defence which had failed was ordered to pay the costs of the action.

INJUNCTION—INJURY TO ADJOINING HOUSE—CELLAR—STOVE—REASONABLE USE.

In *Reinhardt v. Mentasti*, 42, Chy.D., 685, Kekewich, J., granted a perpetual injunction under somewhat peculiar circumstances. The defendants, who kept a hotel in London, had put up a stove in their kitchen, the heat of which rendered the cellar of the plaintiff in the adjoining house unfit for storing wine. The learned Judge decided that although the defendants were acting reasonably in the use of their house, yet as they caused, what he considered, serious annoyance and injury to the plaintiff, the Court was bound to interfere and protect the plaintiff; and that the jurisdiction of the Court did not depend on the question of reason-