the dwelling-house hereby disponed so as not to interrupt the lights thereof;' and they contend that this restriction extends at the point where the gable terminates to every portion of ground within a radius of 14 feet of any part of the gable wall, where an erection would interfere with its lights. I cannot accede to this view. I consider that the plain meaning of these words is that the 14 feet are to be measured straight out and at right angles with the line of the gable wall, and that to give them the meaning for which the compearing respondents contend is to place on them a very strained meaning indeed. It is a well-known principle of law that if two meanings can be placed on the construction of a clause imposing a servitude, that meaning is to be given effect to which is most favourable to the servient tenement.

"If a servitude such as the one under consideration were intended to extend over ground not exactly opposite the gable wall, it would require to be constituted in exact and unambiguous terms. I therefore hold that the ground on which the petitioners propose to build is not affected by the servitude in favour of the objectors, and that they are entitled to the warrant they crave."

The compearing respondents appealed, and argued—To interpret the stipulation founded on by the objectors as the Dean of Guild had done, was to read into the clause the words "*ex adverso*" between "14 feet" and "of the west gavel." This was not legitimate. If no such qualification was read in, then the plain meaning of the words was as maintained by the objectors. A building in the position of that proposed would seriously interfere with the light coming to the gavel in question.

Counsel for the petitioners were not called upon.

LORD JUSTICE-CLERK—I have no doubt in this case. The maxim referred to by the Dean of Guild is sound. If two meanings can be placed on a clause imposing a servitude, that meaning is to be given effect to which is most favourable to the servient tenement. On this principle, even if the meaning of the clause was doubtful, the petitioner would be entitled to prevail, and on that ground alone I am prepared to agree with the Dean of Guild's judgment. But I am prepared to go further. I think the clause cannot be reasonably read as the objectors propose to read it. It means that the light of the gable referred to is not to be interrupted by having any other building built on to it. In my opinion the Dean of Guild's interlocutor is right and ought to be affirmed.

LORD YOUNG—I agree.

LORD TRAYNER — I think the reading which the Dean of Guild has adopted is the only possible reading of the clause in question.

LORD MONCREIFF — I am quite of the same opinion.

The Court dismissed the appeal, and affirmed the interlocutor appealed against with expenses, and remitted the cause to the Dean of Guild to proceed therein as accords.

Counsel for the Petitioners — Dundas, Q.C. — Dewar. Agents — Carmichael & Miller, W.S.

Counsel for the Respondents—W. Campbell—Constable. Agents—J. & J. Galletly, S.S.C.

Tuesday, May 31.

OUTER HOUSE.

[Lord Kincairney.

LIDDALL *v.* SCHOOL BOARD OF BALLINGRY.

Process—Proof—Copy of Evidence.

Notice to certify notes of evidence *ad interim*, in order that parties might use them without obtaining a copy, *refused.*

In this action proof was led and adjourned for a considerable time. Before the adjourned diet the pursuer moved the Court to certify *ad interim* the note of the evidence led for the purpose of enabling his counsel to see it before closing his proof. The Lord Ordinary (KINCAIRNEY) refused the motion, observing that parties might obtain a copy of the evidence in the usual way.

Counsel for the Pursuer — Galloway. Agent—F. M. H. Young, S.S.C.

Counsel for the Defender — Constable. Agent—W. J. Lewis, S.S.C.

Friday, June 3.

SECOND DIVISION.

GRANT'S TRUSTEES *v.* GRANT.

Trust—Conditional Bequest—Provision—Condition held Void because contra bonos mores—"Not to Reside with Parents."

In his trust-disposition and settlement a grand-uncle directed his trustees to pay the income of half of the residue of his estate to a grand-niece, who, ever since she was two years of age, had resided with him apart from her parents, till she attained majority or was married, and on either of these events occurring to pay the capital over to her, but he directed that the grand-niece should forfeit all right to any interest whatever in his estate if before the capital was so paid she returned to live with her parents. The truster died when the grand-niece was twelve years of age. Her parents were both alive and of good character.

Held that the condition attached to the bequest was null, being *contra bonos*