

WILL—CONSTRUCTION—GIFT AFTER LIFE ESTATE TO CHILDREN, TO GRAND-CHILDREN "OR THE ISSUE OF SUCH AS MAY HAVE DIED"—JOINT TENANCY OR TENANCY IN COMMON.

In re Woolley, Wormald v. Woolley (1903) 2 Ch. 206, another will was up for construction. In this case the testator gave his property to trustees upon trust after the death of the survivor of his children to divide the same between his grandchildren then living per stirpes and not per capita or the issue of such as shall have died (such issue taking a parent's share only) so that my grandchildren (or their issue) may take their shares equally in loco parentis. The problem to be solved by Joyce, J., was whether the gift to the great grandchildren was original or substitutional, and whether the great grandchildren took vested interests, and whether in common or as joint tenants; and he came to the conclusion that the gifts to the great grandchildren were original, and that they took vested interests in their respective shares as tenants in common.

BUILDING SCHEME—RESTRICTIVE STIPULATIONS—RIGHT TO ENFORCE RESTRICTIVE STIPULATIONS—NOTICE.

In Rowell v. Satchell (1903) 2 Ch. 212, the plaintiff was purchaser of some lots of an estate laid out and offered for sale under a building scheme, whereby certain portions were reserved for shops and others for private residences. Sales took place at different times, and lots were purchased by the plaintiffs at different times. Some of their conveyances intentionally or through inadvertence omitted restrictive stipulations. The defendant purchased other lots set apart for private residences and erected shops thereon, the use of which as shops the plaintiffs sought to restrain. Eady, J., held that notwithstanding the omissions in some of the deeds under which the plaintiffs claimed they were nevertheless entitled to enforce the stipulations as notwithstanding the form of the conveyance the grantee would not be entitled to the benefit of such departure from the building scheme as against the purchasers of other lots, but as to one of the defendants who had acquired his title as a sub-purchaser without notice of the restrictive stipulations the action was dismissed. As to him the learned judge held that the fact that his grantor proposed to insert certain restrictive stipulations in his deed, some of which he waived and some of which were insisted on, did not constitute notice that the land was already