

at will was entitled to purchase his co-partner's share, as provided in the original articles of partnership.

INFANT—GUARDIAN—APPOINTMENT OF GUARDIAN BY MOTHER WHILE FATHER OF INFANT LIVING—FATHER OF INFANT, RIGHTS OF—49 & 50 VICT., c. 27, s. 3, s-s. 2; s. 13—(R.S.O., c. 137, s. 14).

*In re G*—(1892), 1 Ch. 292, a mother of an infant by her will appointed, "as far as she might be able," a guardian of her infant child, the infant's father being alive and living separate from the mother. The English Act above referred to, from which R.S.O., c. 137, s. 14, was framed, enables the mother to appoint a guardian "to act jointly with the father," and after her death if it be shown to the court that the father is unfitted to be the sole guardian, the court may confirm the mother's appointment or make such other order as may be right. Kekewich, J., though holding the appointment to be wrong in form for not appointing the guardian "to act jointly with the father," was nevertheless of opinion that it must be treated as having been made under the statutory power; and it being shown to his satisfaction that the father was unfitted to be sole guardian, he confirmed the appointment made by the mother.

VENDOR AND PURCHASER—ABSTRACT OF TITLE—RIGHT OF PURCHASER TO RESCIND FOR NON-DELIVERY OF ABSTRACT—NOTICE FIXING TIME FOR DELIVERY OF ABSTRACT—RESCISSION OF CONTRACT.

*Compton v. Bagley* (1892), 1 Ch. 313, was an action by a purchaser of lands against the vendor, claiming a return of his deposit and costs of investigating the title. The contract of sale was entered into on the 25th of August, 1890, and the purchaser was to have possession at the following Michaelmas. An abstract was to be delivered, but the contract fixed no time for its delivery. Some abstracts were sent to the purchaser's solicitors on the 27th of August, but they notified the vendor on the 30th of August that the title to part of the property was not shown thereby. After another request for a further abstract, the deeds in the vendor's possession were sent to the purchaser's solicitors. After further requests for a proper abstract, the purchaser, on the 13th of October, gave the vendor's solicitor a notice in writing that the purchaser would treat the contract at an end, and claim a return of his deposit and damages for breach of contract if the required abstract were not delivered within fourteen days. On the 16th of October another abstract was sent, but, as the purchaser's solicitor pointed out on the 20th of October, it did not refer to the title called for. No further abstract was sent until the 29th of November, and on the 2nd of December all the abstracts were returned to the vendor's solicitor, and shortly afterwards this action was commenced. The sole question at issue was whether the fourteen days' notice was, under the circumstances, a reasonable notice, and Romer, J., held that it was, and that the plaintiff was entitled to recover his deposit with interest and the costs of investigating the title.

MORTGAGE—POLICY OF INSURANCE AS COLLATERAL SECURITY TO MORTGAGE—RIGHT TO POLICY MONEY—FETTER ON REDEMPTION.

*Salt v. The Marquess of Northampton* (1892), A.C. 1, was known in the court of first instance as *The Marquess of Northampton v. Pollock*, 45 Ch.D. 190, and noted