

land. Two questions were at issue (1) whether the plaintiffs were entitled to damages for delay occasioned by the vendor in completing the contract, and (2) whether the plaintiffs were liable to pay interest on their purchase money. The conditions provided that "the purchaser in default" should pay interest, but as the delay in completion was due to the vendor, Byrne, J., held that the condition did not apply as the purchaser was not in default. He also held that the plaintiff was entitled to damages occasioned by the vendor's delay, where such delay was not in consequence of any defect in title, or in consequence of any conveyancer's difficulties, and as he considered there had been considerable delay on the part of the vendor not due to any such causes, he assessed the plaintiff's damages at £25. See *infra* *Bennett v. Stone*.

PAYMENT INTO COURT WITH DENIAL OF LIABILITY—"ACTION PROCEEDED WITH"—ACCEPTANCE OF PAYMENT—COSTS.

Smith v. Northbach R.D. Council (1902) 1 Ch. 197, deals with a simple point of costs. The plaintiff sued for damages on several claims. Defendants paid money into Court in respect of one claim and denied liability. The plaintiff proceeded with the action, but ultimately accepted the money paid in, in satisfaction of all the issues. The question then arose how the costs of the action were apportionable. Farwell, J., held that the defendants should pay the plaintiff's costs of the claim in respect of which the money was paid in, up to the date of that payment, and that the plaintiff should pay the defendants' costs of the discontinued claims and all their subsequent costs.

WILL CONSTRUCTION—COLLECTIVE DEVISE OF REAL ESTATE—AGGREGATE CHARGES—EXONERATION OF PERSONAL ESTATE—LOCKE KING'S ACTS, 1854, 1867, 1877 (17 & 18 VICT., c. 113; 30 & 31 VICT., c. 69; 40 & 41 VICT., c. 34)—R.S.O. c. 128, s. 37).

In *Re Kensington, Longford v. Kensington* (1902) 1 Ch. 203, Farwell, J., held that under Locke King's Acts above referred to (see R.S.O. c. 128, s. 37) a collective devise of lands of any tenure to the same set of persons *prima facie* throws the aggregate charges on such lands upon the aggregate lands in exoneration of the testator's personal estate.