

whether the omission of a will, under which the vendor claims title, from the abstract, is an objection—full particulars of the will being given in the recitals of another instrument set out in the abstract. It was held by North, J., that although the abstract was technically defective in not setting out the will, yet as the recital had conveyed all the information about the will necessary, that the abstract was sufficient. Part of the property was subject, together with other land belonging to the vendor, to one tithe rent charge. The contract contained no provision as to apportionment, and it was held by North, J., and the Court of Appeal, that the purchaser could not require the vendor to procure an apportionment at the vendor's expense. The other question, was whether a power of sale in a mortgage in favour of a building society had been duly executed. The mortgage provided that upon default the property should be sold by the trustees for the time being of the building society. The society was ordered to be wound up. Six directors were appointed liquidators, and it was ordered that all acts required or authorized by the Act to be done by the official liquidators might be done by any two of them. By another order, all the property of the society was vested in the six liquidators, with power to exercise the powers of sale conferred by the 95th section of the Companies' Act, without the further sanction of the Court. After this, two of the six liquidators, without any further sanction of the Court, sold the mortgaged property and executed a deed to the purchaser free from the mortgage. North, J., and the Court of Appeal were unanimous that the power of sale had been validly exercised; but while North, J., and Lord Esher, M.R., thought the legal estate had been conveyed by the two liquidators, Cotton and Fry, L.JJ., were of opinion that their conveyance had only passed the legal estate in two-sixths of the property, and that the conveyance of the four other liquidators was necessary in order that there might be a complete conveyance of the legal title.

WILL—CONSTRUCTION—EXECUTORY TRUST FOR SETTLEMENT ON DAUGHTER, HER HUSBAND AND CHILDREN—GIFT OVER SHOWING INTENTION TO INCLUDE CHILDREN OF EVERY MARRIAGE—SECOND HUSBAND.

In *Nash v. Allen*, 42 Chy.D., 54, the construction of a will was in question. By this will the testator bequeathed his personal estate upon trusts for his children equally, and directed that in case any of his daughters should marry, the share of such daughter or daughters should be assigned to trustees in settlement "upon such respective marriages" for the benefit of the daughter for life, "and after her or their deceases for the use of her or their intended husband or husbands for his or their life or lives, and after their decease respectively for the children of such marriage or respective marriages," with a gift over in the event of a daughter "without leaving any issue her surviving." The only daughter of the testator was twice married. On her first marriage, she being then an infant, a settlement was made of her share on herself, husband and children, containing no provisions in favor of the husband and children of a future marriage. And this settlement Kay, J., held to be inoperative by reason of the infancy of the lady and its not being according to the trusts of the will. On her second marriage a