

his possession, either for the purpose of proving title, or for the purpose of delivery to the purchaser on completion of the contract, shall be borne by the purchaser.

COVENANT—PRIVATE RESIDENCE—BOARDING AND LODGING HOUSE.

Hobson v. Tulloch (1898) 1 Ch. 424, is a decision of Romer, J., in an action to restrain the defendant from using premises contrary to a covenant whereby the defendant's predecessor in title had covenanted not to use the same otherwise than for a "private residence." The defendant was threatening to use them for the purpose of a boarding and lodging house for scholars attending a school in the neighborhood, kept by the defendant. This, it was held, would be a breach of the covenant, and the injunction was accordingly granted.

VENDOR AND PURCHASER—INTEREST ON PURCHASE MONEY—DELAY IN COMPLETION—DEFAULT OF VENDOR.

In re Woods and Lewis (1898) 1 Ch. 433, was an application made under the Vendors' and Purchasers' Act to determine the question whether the purchaser was liable for interest on his purchase money. The contract provided for the payment of interest until completion in the event of any delay whatever "other than the default of the vendor." Delay arose in remedying a defect in a deed made by a corporation to the vendor, which the purchaser objected did not appear to have been executed in accordance with the company's private Act. This, however, was held by Romer, J., not to be a delay due to "the default of the vendor."

WILL—ABSOLUTE GIFT—SUBSEQUENT GIFT OVER OF PROPERTY UNDISPOSED OF IN LEGATEES' LIFETIME.

In re Jones, Richards v. Jones (1898) 1 Ch. 438. A testator by his will, subject to the payment of his debts and funeral expenses, gave all his property to his wife—"for her absolute use and benefit, so that during her lifetime for the purpose of her maintenance and support she shall have the fullest power to sell and dispose of my said estate absolutely. After her death as to such parts of my . . . estate as she shall not have sold or disposed of as aforesaid, subject to payment of my wife's funeral expenses, I give the same" . . . in trust