

rent and performance of the covenants in the future, but not that he was to pay arrears of rent, or assume liability for past breaches of covenant, and that as the purchaser had shewn breaches of covenant, he was not, under the Conveyancing Act, 1881, required to assume that all covenants had been performed. It was therefore held that the vendors had not shewn a good title as the lease had become forfeitable before the contract.

WILL—CONSTRUCTION—GIFT TO PERSON IN CASE SHE IS A WIDOW AT PERIOD OF DISTRIBUTION—DEATH OF LEGATEE BEFORE PERIOD OF DISTRIBUTION—GIFT TO PERSON IN CASE HE IS A WIDOWER AT PERIOD OF DISTRIBUTION—SURVIVAL OF MALE DONEE AND WIFE.

In re Laing, Laing v. Morrison (1912) 2 Ch. 386. In this case the will of a testator was in question, whereby he gave an annuity to his sister M., provided she should be a widow at his death, until her re-marriage, and he also bequeathed to her a legacy of £1,000 provided she should be a widow at the testator's wife's death, but in the event of her then being a wife in trust for her children. He also gave his ultimate residue in trust for certain named persons including his brother J. and sister M. subject to a proviso that J.'s share should only be paid to him if a widower when the testator's wife died; and that the share of M. should only be paid to her if she should be a widow when the testator's wife died which was the period of distribution, and that the share of J., if not then a widower, and of M., if not then a widow, should go to the children of M. M. never re-married, but predeceased the testator's wife, and J. was married and he and his wife survived the testator's wife. In these circumstances, it was held that J.'s share in the residue went to the children of M., but that M.'s share lapsed, and that the legacy of £1,000 to M. being contingent on her being alive at the testator's wife's death, also lapsed. The learned judge reached this conclusion regarding M.'s share and legacy with some hesitation, as it seems to frustrate the probable intention of the testator.

TRADE UNION—AGREEMENT FOR APPLICATION OF FUNDS TO PROVIDE BENEFIT—AGREEMENT TO REFUND PECUNIARY BENEFIT—ACTION TO ENFORCE AGREEMENT—TRADE UNION ACT, 1871 (34-35 VICT. c. 31), s. 4.—(R.S.C. c. 125, s. 4).

Baker v. Ingall (1912) 3 K.B. 106. This was an action to enforce an agreement made by the defendant, a member of a