

Lucie, in 1852. Ann Gregory died in 1897, and by her will purported to appoint the estate to the two daughters in equal shares for their respective lives, and, "in the event of the death of either, the survivor shall receive the whole income," and at the death of the survivor the estate was directed to be sold and the proceeds divided between the children of both daughters. The daughters were, on their mother's death, advised that the will was inoperative and an agreement was made for the division of the estate between the two daughters in fee simple as tenants in common which was carried out by conveyance executed in 1891. The daughter Ann died in 1903; and in 1905 the surviving daughter brought the present action, claiming that the deed of 1891 had been made under mistake as to her rights and claiming under the will to be entitled to the whole estate for her life. For the purpose of determining her rights it became necessary to decide what was the nature of the estate purported to be appointed by the will to the "survivor." If it were a vested interest as contended for by the plaintiff, it would be valid, but if a contingent remainder as contended for by the defendant, then it would be bad as offending against the rule against perpetuities. Buckley, J., decided that it was a contingent remainder, and as neither of the daughters were in esse at the date of the settlement, the remainder was void for remoteness, inasmuch as it could not, or might not, take effect in possession during a life or lives in being in 1844 and twenty-one years after. He therefore came to the conclusion that the daughters had been well advised that the will was inoperative and dismissed the action.

PRACTICE—SPECIFIC PERFORMANCE—DEFAULT BY PURCHASER—
FORFEITURE OF DEPOSIT—RE-SALE—PAYMENT OF DEFICIENCY.

Griffiths v. Vezey (1906) 1 Ch. 796 was an action for specific performance of a contract for the sale of land. The land had been sold subject to the usual condition that in case of default by the purchaser the deposit should be forfeited and the vendors might re-sell, and any deficiency in price on the re-sale should be paid by the purchaser. Judgment for specific performance had been granted and the defendant had made default and the plaintiff now moved for a supplementary order or judgment, declaring the deposit forfeited and authorizing the plaintiff to re-sell and providing for the payment of any deficiency by the defendant, which Eady, J., granted. The report gives the form of order made.