

DIGEST OF ENGLISH LAW REPORTS.

title, and negotiations continued until the 7th April, when the purchaser gave notice of abandonment of the contract. *Held*, that if time was of the essence of the contract, it was waived by continuing the negotiations; and that the purchaser had not given reasonable notice of abandonment; specific performance decreed.—*Webb v. Hughes*, L. R. 10 Eq. 281.

2. In 1867 the plaintiff agreed to sell to a railway company a house in which he carried on business, the purchase-money to be paid on the 25th March, 1869; the plaintiff to be tenant to the company at a certain rent, the tenancy being determinable on the 25th March, 1869, by seven day's notice; and the company to pay interest on the purchase-money till completion. The interest and rent were paid up to the 25th March, and the plaintiff gave due notice to determine the tenancy on that day, but the company failed to complete the purchase, and the plaintiff refused to give up possession. A bill was filed for specific performance. *Held*, that the plaintiff was entitled to the purchase money with interest, and that the company was not entitled to rent after the 25th March, 1869.—*Leggott v. Metropolitan Railway Co.* L. R. Ch. 716.

3. The plan of a small piece of land offered for sale showed as one of the boundaries a straight line including a space about ten feet wide filled with shrubbery; trees in other parts of the land were drawn on the plan. The defendant, with the plan in hand, inspected the property, and saw on this side a small iron fence, apparently the boundary, outside of a belt of shrubs, and including three large ornamental trees. Supposing that the trees were included in the property he purchased it at auction. In fact, the fence and trees stood on the adjoining land. *Held*, that the defendant was deceived in a material point by the negligence of the vendors, and that the sale could not be enforced.—*Denny v. Hancock*, L. R. 6 Ch. 1.

See ASSIGNMENT, 1; DAMAGES, 4; LIEN, 1; SPECIFIC PERFORMANCE.

VOLUNTARY CONVEYANCE.—See SETTLEMENT, 1.

WARRANTY.—See LIEN, 2.

WARRANTY.—See CONTRACT, 2; INSURANCE, 1.

WAY.—See DAMAGES, 2.

WIFE'S SEPARATE ESTATE.—See SETTLEMENT, 3. WILL.

1. Devise upon trust for the testator's four children in equal shares during their respective lives, and after the decease of his children respectively, for such of their respective children as should attain twenty-one, or die under

that age leaving issue, and their heirs, so that the child or children of each of his children should take his or their parent's share only; and in case of a failure of such issue of either of his children, then in trust for his other surviving children or child in like manner as their original shares were given. One of the testator's children died in his lifetime leaving a child, E. V. After the testator's death another child, J., died without issue. *Held*, that the words "other surviving" should be read "other," and that E. V. would be entitled to a third of J.'s share, if she should attain twenty-one.—*In re Arnold's Trusts*, L. R. 10 Eq. 252.

2. A testator empowered his trustees to purchase fee-simple or freehold estates, and directed that the estates so purchased should be settled "in strict settlement," and to the same uses and upon the same trusts as his personal property. The personal property was limited to his daughter and her sons successively for life, with remainders to their children. *Held*, that in the settlement of the estates purchased, the tenants for life should not be unimpeachable for waste.—*Stanley v. Coulthurst*, L. R. 10 Eq. 259.

3. A testator gave to his wife his freehold estate, A., and all his personal property, "to be at her disposal in any way she may think best for the benefit of herself and family." *Held*, that the widow took a fee-simple in the real property, and an absolute interest in the personal property.—*Lambe v. Eames*, L. R. 10 Eq. 267.

4. Devise of real estate to testator's wife for life, remainder to his brothers, *nominatim*, in fee, as tenants in common; "and in case of the death of either of them in the lifetime of my said wife, leaving lawful issue, I give and devise the share of him so dying to all his children," in fee, as tenants in common; in case of the death of any of his brothers in the lifetime of his wife, without issue living at his death, his share to go to the surviving brothers. Three of the brothers died in the lifetime of the tenant for life; all had had children, a part only of whom survived their fathers. *Held*, that only those who survived their fathers were entitled to take.—*Hurry v. Hurry*, L. R. 10 Eq. 346., 2 C. L. T. N. S. 268.

5. Testator devised land to his son J. for life, remainder to his children; "and, in case my said son J. shall depart this life without leaving any lawful issue, then unto and equally between my sons G. and R. in the same manner as the estates hereinafter devised are limited to them respectively, subject, nevertheless,