

MUNICIPAL LAW—BY-LAW REGULATING BUILDING—BREACH OF BY-LAW—
INJUNCTION—JURISDICTION.

Mayor of Devonport v. Tozer (1902) 2 Ch. 182, was an action brought by a municipal body claiming an injunction to restrain the defendants from erecting buildings in breach of a by-law regulating the width of streets, and also to obtain a declaration that the plaintiffs were entitled to remove or pull down buildings already erected in breach of the by-law. Joyce J., dismissed the action holding that the plaintiffs could only enforce the by-law in the manner provided by the statute in pursuance of which it was made, viz., in this case by a proceeding for penalties and the removing of the work done contrary to the by-laws as provided by the by-laws and statute, or by way of information on the part of the Attorney-General.

WILL—DEVISE OF REAL ESTATE—CONDITION THAT DEVISEE SHOULD TAKE AND
USE TESTATOR'S NAME—DEATH OF DEVISEE BEFORE ESTATE FALLS INTO
POSSESSION—NON-PERFORMANCE OF CONDITION.

In re Greenwood, Goodhart v. Woodhead (1902) 2 Ch. 198, was a summary application to determine the rights of parties under a will. The testator had devised his real estate to his daughter for life, and after her death to her children, and in case she should have no children then to one Newsome on condition of his taking the testator's name only. The testator died in 1853. His daughter was still living and married, but in her fifty-ninth year, and had no issue. Newsome died in 1855 without ever having taken the testator's name. He had been insane for eighteen months before he died. It became necessary for the purpose of administering his estate to determine whether or not he took any interest under the devise. Joyce, J., held that whether the condition were precedent or subsequent, its performance had not been rendered impossible by the act of God, and that Newsome never having complied with it, the devise to him could not take effect.

VENDOR AND PURCHASER—LEASEHOLD HOUSE—BREACH OF COVENANT TO
REPAIR—RECEIPT FOR RENT—EVIDENCE OF PERFORMANCE OF COVENANT.

In re Hightt and Bird (1902) 2 Ch. 214, was an application under the Vendors and Purchasers Act. The subject of the sale was a leasehold house, the lessee being bound by a covenant to repair. The time fixed for completion was the 6th November. On 27th September previously the vendor had been served with