offered to the defendants for inspection, but being pressed for time they did not have any of the barrels opened and merely looked at the outside thereof. They purchased the glue, and after it was delivered they alleged it was not merchantable. Bray, J., who tried the action, held that there had been an examination of the goods within the meaning of the Act, and therefore the defence that the goods were not of merchantable quality was not open to the defendants.

WILL—VESTING—GIFT TO CLASS ATTAINING TWENTY-ONE—PERIOD OF VESTING—ADVANCEMENT OUT OF "VESTED OR PRESUMPTIVE SHARES"—CLASS WHEN CLOSED ON ELDEST ATTAINING TWENTY-ONE.

Re Deloitte, Griffiths v. *Allbeury* (1919) 1 Ch. 209. By a rule of construction laid down in the case of *Andrews* v. *Partington* (1791) 3 Bro. C.C. 401, in the case of a bequest to a class the members of which would be entitled to payment on attaining wenty-one; on the first member attaining twenty-one, the class is closed, unless there be something in the will to indicate a contrary intention on the part of the testator. The rule is confined to wills and does not extend to settlements. The question in this case was whether or not the rule was applicable, which depended on whether or not a contrary intention was manifested in the will. By the will in question £4,000 was bequeathed to trustees in trust to pay the income to Eliza Allbeury during her life, and after her decease in trust to hold the same for all the children equally, or any child, if only one, of the present or future marriage of Edward Allbeury, who should attain twenty-one. A further sum of £3,000 was bequeathed, without any intervening life estate, to all the children of Edward Allbeury whether living at the testatrix's death or born afterwards who should attain twenty-one. The testatrix empowered the trustees to raise any part not exceeding the whole one-third of "the presumptive or vested share" of any such child of the said Edward Allbeury and apply the same for his or her maintenance or advancement. Both Eliza and Edward were living. Edward was married and had only one child and he had attained twenty-one in April, 1918. It was contended by counsel representing unborn issue of Edward, that the rule in *Andrews* v. *Partington* was not applicable because of the direction for maintenance out of the "vested or presumptive" shares—but the Court of Appeal (Eady, M.R., Duke, L.J., and Eve, J.), overruling Sargent, J., held that the words "vested or presumptive" applied only to the £4,000 fund, and the word "presumptive" to the £3,000 fund and therefore the rule applied and on Edward's son attaining twenty-one the class was closed, and he became entitled to the immediate payment of the £3,000.