

granted probate of the will which, as he conceived, precluded him from going into the question of its validity. It was also argued that, though the will might be valid as to the deceased's own personal property which amounted to about £400, it was invalid as an execution of the power of appointment; and also that, though as a minor, he might execute a will, yet he could not, while a minor, execute the power. But these contentions the learned Judge overruled on the assumption that the Probate Division had rightly granted probate; but he intimated that he thought in the interest of the unborn persons an application to revoke the grant should be made, and if necessary the case should be carried to the Court of Appeal.

The validity of a will of a minor soldier was upheld by Sir Jenner-Fust as long ago as 1848 in *Re Farquhar*, 4 Notes of Cases 651, a decision which had since been followed without question in the Probate Division, but Younger, J., was of the opinion that that case had been decided without due consideration. Among other matters not considered was the fact that the statute so interpreted does not reserve to the infant soldier returning to civil life power to revoke or alter his will until he shall have attained his majority—whereas if it is interpreted as not enabling soldiers under age to make wills, but as merely dispensing with the usual formalities as to execution, no such anomaly would arise.

On the whole, we think the learned Judge has shown rather conclusively that the validity of wills of soldiers under age is open to serious doubt.

ACTION BY VENDOR FOR SPECIFIC PERFORMANCE.

In the recent case of *McLaren v. Peuchen*, 14 O.W.N. 39, seems to raise a question which does not appear to have been considered either by counsel or the Court; and that is, whether a claim by a vendor for specific performance can properly be made the subject of a special endorsement. The claim of a plaintiff in such a case is apparently simply a demand for so much money, it may (as in the case in hand) be evidenced by a promissory note; and a money demand or a promissory note are both claims which