almost say it must be proved that it will be irreparable, because, if the danger is not proved to be so imminent that no one can doubt that, if the remedy is delayed, the damage will be suffered, I think it must be shewn that, if the damage does occur at any time, it will come in such a way and under such circumstances that it will be impossible for the plaintiff to protect himself against it, if relief is denied to him in a *quia timet* action." Applying this principle to the case, he came to the conclusion that the action was premature, and dismissed it without prejudice to any future proceedings by the plaintiff in case of actual injury or imminent danger.

HUSBAND AND WIFE—JOINT INVESTMENTS—WILL OF MARRIED WOMAN.

In Re Young, Trye v. *Sullivan* (28 Ch. D. 705), was a special case stated for the opinion of the Court, as to who was entitled to certain moneys which had been kept in a bank in the joint names of a husband and wife, and also certain investments made in their joint names out of the moneys so kept at the joint account. The moneys kept at the joint account were principally derived from the wife's separate estate. The wife survived her husband, having executed a will during coverture. Pearson, J., before whom the case was argued held that the balance of the joint account at the bank, and the investments made in the joint names of the husband and wife, survived to the wife, but did not pass under her will. He considered the proper inference to be drawn was, that by placing the moneys to the credit of the husband and wife jointly, the wife intended to sink all idea of their being separate estate, and that the investments stood in the same position.

The case which follows, viz.: In *Re Price, Stafford* v. *Stafford* (28 Ch. D. 709) is another decision as to the effect of the will of a married woman. It will be remembered that the House of Lords in the case of *Wilcock* v. *Noble* (7 H. L. C. 580) decided in effect that the 1 Vict. c. 26, sec. 24 (see R. S. O. c. 106, s. 26) which provides that "Every will shall be construed with reference to the real and personal estate comprised in it, to speak and take effect as if it had been executed immediately before the death of the testator unless a contrary intention appears by the will," has not the effect of making valid the will of a married woman which was invalid at the time of its execution, notwithstanding that it would have been valid if executed at the time of her death. The only question *In re Price* was whether the Married Women's Property Act of 1882 (see 47 Vict. c. 190) had made any difference in the law, and Pearson, J., held that it had not, and that consequently property acquired by a married woman after her husband's death does not pass by a will made by her whilst under coverture. The power to make a will during coverture, does not extend to property she may acquire after she becomes discovert.

VENDOR AND PURCHASER—VENDORS' RIGHT TO RESCIND.

The only case remaining for consideration in the May number of the Chancery Division is that of *Hardman* v. *Child* (28 Ch. D. 712), which turns upon the construction of a condition of sale, which provided that if any objection or requisition as to the title or abstract or conveyance should be insisted on, and the vendors should be unable or unwilling to remove or comply therewith, they should be at liberty to annul the sale. The abstract delivered to the purchaser showed that the conveyance to the vendors' testator was of the land, together with a wall on the east side of it, "which wall is to be ever hereafter repaired, and kept in repair" by the testator, his heirs and assigns. This obligation was not mentioned in the particulars and conditions of sale, and the purchaser did not know of it until the