dence or commencement of title, conveyance or otherwise, which the vendor is unable or unwilling to remove or comply with, the vendor may, by notice in writing, rescind the contract; and then the vendor is to repay the deposit money and to retain the papers in his possession.' Now what is the meaning of being 'unable or unwilling' in the contemplation of the vendor? He knows it is possible that captious, unreasonable and minute requisitions may be tendered, and he protects himself on two grounds. He says:—'I may be unable or I may be unwilling.' He may wish to protect himself against being compelled to take the trouble, or to incur the expense of removing an objection. . . . The unwillingness is as much a part of the contract as the inability. The vendor, having reserved to himself the right of saying that he is unwilling, nobody has a right to inquire why he is unwilling. He says in effect, 'If I comply with your request I shall have to go here and there and find out the means of answering your requisition, and I am unwilling to take the trouble; therefore I protect myself by this condition.' That is the plain sense and meaning of the contract."

LETTERS OF ADMINISTRATION—SUPPRESSION OF WILL.

The next case requiring notice is *Boxall* v. *Boxall*, p. 220, wherein it was decided by Kay, J., that a grant of letters of administration obtained by suppressing a will containing no appointment of executors was not void *ab initio;* and accordingly a sale of leaseholds by an administratrix who had obtained a grant of administration under such circumstances to a purchaser who was ignorant of the suppression of the will, was upheld, although the grant was revoked after the sale. It is pointed out that the fact that no executors were appointed by the will makes all the difference, and distinguishes the case from *Abram* v. *Cunningham*, 2 Lev. 182, wherein it was decided that where administration was granted on concealment of a will which appointed executors, the grant was void from its commencement, and all acts performed by the administrator in that character were equally void, and could not be made good though the executor should afterwards appear and renounce. "In it," says Kay, J., "reliance was placed chiefly on the fact that the concealed will had appointed executors, who therefore had a right of property vested in them before probate, and this I gather was the ground of the decision."

INJUNCTION—INNOCENT INFRINGER—COSTS.

Of *Wittman* v. *Oppenheim*, p. 260, it may be worth while to note in passing that Pearson, J., there held that an infringer of a design registered under the Patents, Designs and Trade Marks Act, 1883, though he acted innocently without *mala fides*, or any intention of being dishonest, must nevertheless pay the costs of a motion for an injunction to restrain him from infringing, though the plaintiff had given him no notice of the infringement before serving him with the writ in the action. He says, p. 268:—"It is said that the plaintiffs issued their writ without notice to the defendant, and that the defendant, as soon as he had notice of the plaintiff's title, did his best to undo what he had done. But, at the same time, I cannot say that the plaintiffs were wrong in issuing their writ without notice, and after that the only offer which the defendant could properly make was to submit to an injunction and pay the costs."

LANDS CLAUSES ACT—PURCHASE OF LUNATIC'S LANDS.

Of *In re Tugwell*, p. 309, it may be briefly remarked that it decides, what the judge, Pearson, J., says would appear almost too plain for argument, were it not for a case of *ex parte Flamant*, 1 Sim. (N.S.) 260, that the Lands Clauses Consolidation Act, 1845, sec. 7, which corresponds to