

tendering an overdue instalment, after having been notified that the contract had been cancelled, owing to his failure to pay on time, sought a decree declaring that the contract was in full force and effect, and an injunction restraining the defendant from dealing in any way with the land. — *Held*, that time was of the essence of the contract, although it stipulated that all interest on becoming overdue should be forthwith treated as purchase money, this stipulation not being inconsistent with the time clause, and that either one of them might be enforced at the option of the defendant. Where the contract states no address to which a notice of cancellation may be sent, it is sufficient if it is sent to the plaintiff's residence, and he receives it. *Steele v. McCarthy*. (Newlands, J., 1907), p. 351.

**6. Vendor and Purchaser—Specific Performance — Construction of Document—Statement of Price by Vendor—Implied Contract to Sell.]** — A statement in writing by the owner of real property to a prospective purchaser that "the best I can consider is, etc." (naming the price and terms) is not an offer to sell the property at the price and terms quoted. *Blackstock v. Williams*. (Newlands, J., 1906, En banc, 1907), p. 362.

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### WAIVER.

*See* APPEAL—SALE OF GOODS—VENDOR AND PURCHASER.

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### WARRANTY.

*See* SALE OF GOODS.

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### WAY.

*See* MUNICIPAL LAW.

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### WILLS.

**1. Executors and Administrators — Satisfaction of Legacy — Construction of Will — Evidence—Advancement — Ademption.]** — The deceased testatrix by her will bequeathed to the plaintiff the sum of \$200. At the time

of the execution of the will the testatrix was in the position of a debtor of the plaintiff to the extent of \$95.47, and between the date of the will and the date of her death she gave to the plaintiff the sum of \$125 in goods and chattels. — *Held*, that the language of the will being plain and unambiguous and indicating an intention to bequeath to the plaintiff the sum of \$200, evidence could not be received as to the testator's instructions for the preparation of the will, and that the legacy was not satisfied by the payment of the debt.—*Held*, also, that following the rule laid down in *Pankhurst v. Powell*, and *In re Fletcher*, the advances made by the testatrix after the execution of the will up to the amount of the plaintiff's debt, viz., \$95.47, must be applied *pro tanto* in reduction of the legacy. *Bell v. Sarvis et al. Executors of the Last Will of Janet Bell, Deceased*. (Wetmore, J., 1903), p. 74.

**2. Will — Construction — Rectification — Falsa Demonstratio — Devise of Lands in which Testator has no Interest.]**—The Court has no power to rectify a will by correcting what appears to be a misdescription of property thereby devised, unless there be in the will itself the means of identifying the property in question as the subject of the devise. *Re Angus Campbell, Deceased*. (Wetmore, J., 1904), p. 214.

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### WORDS, PHRASES, ETC.

"Any other person interested."—*See* p. 333.  
 "Debt or liquidated demand."—*See* p. 281.  
 "Final or interlocutory."—*See* p. 88.  
 "J. P."—*See* p. 134.  
 "Letting; Permitting."—*See* p. 367.  
 "Owner."—*See* p. 265.  
 "Run at large."—*See* p. 141.

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### WORKMEN'S COMPENSATION ORDINANCE.

*See* PLEADING.

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### WRIT OF SUMMONS.

*See* PRACTICE.