

gift over, and the covenantor's estate could have no claim on the fund. These two circumstances appear to have weighed with the learned judge very much.

CHARITY—MORTMAIN—INTEREST IN LAND—IMPURE PERSONALTY.

In *re Crossley, Birrell, Greenhough &c.*, (1897) 1 Ch. 928, Kekewich, J., held that certain stock issued by a public municipal body under the authority of an Act of Parliament, and which by the terms of the Act was made a charge on the whole of the lands of the corporation was impure personalty, and as such, within the Mortmain and Charitable Uses Act, 1888.

LANDLORD AND TENANT—BUILDING AGREEMENT—OPTION TO PURCHASE—INTEREST OF TENANT AFTER EXERCISE OF OPTION—BREACH OF CONDITION—RIGHT OF RE-ENTRY.

*Raffety v. Schofield*, (1897) 1 Ch. 937, is a case of some importance. The plaintiff had made an agreement with the defendant, whereby the defendant agreed to erect certain buildings, and to carry out certain works on the plaintiffs' land, and "forthwith to proceed" and complete the works, when a 99 years lease was to be granted to the defendant; the agreement provided that if the defendant did not perform the agreement on his part the plaintiff might by notice in writing terminate the agreement and re-enter; it also gave an option to the defendant to purchase the freehold. The defendant made default in carrying out the agreement as to building, etc., but gave the plaintiff notice of his election to purchase the freehold. The plaintiff, notwithstanding this exercise of the option to purchase, gave the defendant notice of his intention to terminate the agreement, and brought the present action to recover possession. Romer, J., dismissed the action, because although the defendant had made default in carrying out the agreement as to building, yet as the right to exercise the option to purchase was not dependent on his not being in default as to that part of the agreement, he held that he had the right to exercise it notwithstanding his default, and the time for completion of the contract of purchase not having arrived, he held that the defendant was under the contract entitled to retain possession; because as soon as the