land in question to the plaintiffs for £350,000, and at the same time the Race Course Co. were also negotiating for a sale of the property to another company, but the price the company was willing to give was never communicated to the plaintiffs. On 6th November, 1899, the plaintiffs offered £200,000, which was refused, and on the same day the Race Course Co. arranged to sell the property for £280,000 to the Trafford Park Co., "subject to the rights of the Canal Co. under the agreement of March 7, 1893." The action was brought against both the vendors and purchasers, to restrain the carrying out of the sale as being a breach of the agreement with the plaintiffs. The defendants contended that the agreement was void for remoteness and uncertainty, but Farwell, J., held that the agreement, having received statutory confirmation, was not open to objection on that ground. He also held that a proposed user by any intending purchaser (including the plaintiffs) entitled the plaintiffs to a first refusal, and that the Race Course Co. could not sell the race course to third parties without first informing the plaintiffs of the actual cash price the intending purchaser was offering, and offering it to the plaintiffs at that price, and that such right of first refusal might be enforced against an intending purchaser with notice, on two grounds, viz., (1) because it was an interest in land, and (2) because so long as the matter rested in fieri, the Court, by an inverse application of the principle of *Wilmott* v. *Barber* (1880) 15 Ch. D. 96, could restrain the intending purchaser from accepting a conveyance of the legal estate in breach of the vendor's prior contract with the plaintiffs. He, therefore, granted an injunction restraining the Race Course Co. from selling the race course to any person or company without first offering it to the plaintiffs at the same cash price that the intending purchaser is offering; and also restraining the carrying out of the agreement with the Trafford Park Co. unless and until that had been done.

MERGER—LEASE AGREEMENT FOR LIFE ESTATE—INTENTION.

Ingle v. *Vaughan Jenkins* (1900) 2 Ch. 368, was an action to compel the specific performance of an agreement to grant a lease. The facts were a little peculiar. A tenant for life, under a strict settlement having power to grant a lease for 99 years, executed an informal instrument whereby he agreed to grant a lease to the second tenant for life, at a rent of £9 per annum, on his erecting a