

by an appointment by deed in favour of the same appointee, was operative, or whether the appointment by deed was by way of ademption of the appointment by will. The testatrix under her father's will had power, with the consent of her husband, to appoint by deed or will a sum of £40,000 between her seven children. On the marriage of three of them she appointed an equal share in favour of each of them. She then made her will appointing the residue between the other four children, one of whom subsequently married, and on his marriage she by deed appointed one-seventh share to him. Sargant, J., on the evidence, was clearly of the opinion that the intention of the appointor was to give by the appointment by deed, the share which she had previously appointed to him by will, and that the latter appointment was in effect adeemed by the appointment by deed.

VENDOR AND PURCHASER—SALE OF FREEHOLD HOUSE "IN POSSESSION"—PROPERTY ON LEASE—COMPLETION FIXED FOR DATE OF EXPIRATION OF LEASE—DILAPIDATION BY LESSEE—COMPENSATION FOR DILAPIDATIONS—CLAIM OF PURCHASER.

In re Lyne-Stephens & Scott-Miller (1920), 1 Ch. 472. This was an application under the Vendors' and Purchasers' Act to determine the question whether the purchaser was entitled to be paid certain moneys payable to the vendor by a lessee of the premises in respect of dilapidations. The contract was for the sale of a freehold house "in possession." At the date of the contract the property was under a lease, which would expire at the date fixed for completion; and under the lease a sum became payable for dilapidation which the vendor and the tenant agreed amounted to £2,060. The purchaser claimed to be entitled to this sum. But Sargant, J., who heard the application, held that what was sold was not the house subject to the lease, but the house with possession altogether apart from, and independent of the lease, the obligation and rights under which, were as he held, matters between the vendor and lessee; and that therefore the purchaser had no right to the moneys payable by the lessee under his covenant for dilapidations. With this conclusion the Court of Appeal (Lord Sterndale, M.R., and Warrington and Younger, L.JJ.) unanimously agreed.

WILL—DEVISE OF FREEHOLD RENT CHARGE—SUBSEQUENT PURCHASE OF PROPERTY SUBJECT TO RENT CHARGE—MERGER—ADEMPTION—WILLS ACT, 1837 (1 VICT, CH. 26), SECS. 23, 24—(R.S.O. c. 120, ss. 26, 27).

In re Bick, Edwards v. Bush (1920), 1 Ch. 488. The point involved in this case was whether or not, having regard to the