

WILL—GIFT OF INCOME TO CHILDREN DURING THEIR LIVES OR TO ISSUE OF ANY DYING BEFORE THE OTHERS—GIFT OVER AFTER DEATH OF ALL CHILDREN TO GRANDCHILDREN—IMPLIED CROSS REMAINDERS DURING LIFE OF SURVIVORS.

In re Tate, Williamson v. Gilpin (1914) 2 Ch. 182. By the will in question, in this case, real estate was devised on trust to pay the income thereof, to the testator's children in equal shares, or to their issue in case any of them should die before the others, and from and after the decease of all of his children, then to sell and divide the proceeds between his grandchildren in equal shares *per stirpes*. The testator left three children, one of whom, Frances, had died without issue. Another died leaving a child Emilie. The third child, Elijah, survived, and the question was, who was now entitled to the income of Frances' third? This was the problem Sargant, J., had to settle, and he decided that, according to the true construction of the will, there were implied cross remainders in favour of the children and their issue, and that Elijah and Emilie were entitled in equal shares to the deceased Frances' one-third share.

SHIPPING—REGISTERED SHIP—SALE OF SHIP—CONTRACT TO GIVE DELIVERY ORDER FOR SHIP—BILL OF SALE—MERCHANT SHIPPING ACT, 1894 (57-58 VICT. c. 60), ss. 24, 530.

Manchester Ship Canal Co. v. Horlock (1914) 2 Ch. 199. The Court of Appeal (Cozens-Hardy, M.A., and Eady and Pickford, L.JJ.) have been unable to agree with the decision of Eve, J. (1914) 1 Ch. 453, noted ante p. 310, on the ground that the ship in question was "constructively lost" within the meaning of the Merchants Shipping Act 1894, and ceased to be a registered ship, and no bill of sale thereof was therefore necessary.

VENDOR AND PURCHASER—RESTRICTIVE COVENANT FOR BENEFIT OF ADJOINING LANDS—SALE OF ADJOINING LANDS PRIOR TO COVENANT.

Millbourn v. Lyons (1914) 2 Ch. 231. This was an appeal from the judgment of Neville, J. (1914) 1 Ch. 34, (noted ante p. 147). The action, it may be remembered, was for the specific performance of a contract for the sale of land which the defendant objected to perform, on the ground that the land was subject to a restrictive building covenant. The Court of Appeal (Cozens-Hardy, M.R., Eady and Pickford, L.JJ.) agreed with Neville, J., that as the covenantee had not at the date of the covenant