

extrinsic evidence, and having regard simply to the will itself and the circumstances of the testatrix's estate. The clause in question was a bequest of 140 shares of the testatrix's stock in a certain company. At the time of the making of the will, and also at her death, the testatrix had 280 shares of such stock, but of these forty shares only were fully paid up, and the rest were only half paid up. The legatee claimed the right to select the forty paid up shares as part of the bequest, and Kekewick, J., upheld the claim, and he rejected the evidence of the solicitor who drew the will to the effect that the testatrix intended the bequest to apply to the half paid shares. The Court of Appeal (Lord Alverstone, M.R., and Rigby and Collins, L.JJ.) held that he was right in rejecting the evidence of the solicitor, but wrong in holding the legatee had a right to select the paid up shares. The testatrix having two classes of shares, viz., 240 half paid, and forty fully paid, the Court of Appeal was of opinion that the only class out of which the bequest could be met was the 240 half paid shares, and it would not be right to fulfil the bequest partly out of one class and partly out of the other.

**VENDOR AND PURCHASER**—CHARGE ON PROPERTY SOLD—OUTGOINGS—PARTICULARS—CONDITIONS OF SALE—OMISSION TO DISCLOSE MATERIAL FACT—COMPENSATION—RESCISSION—SPECIFIC PERFORMANCE.

*In re Leyland and Taylor* (1900) 2 Ch. 625. This was an application under the Vendor and Purchaser's Act to determine whether or not a purchaser was entitled to compensation under the following circumstances: The property in question was a town leasehold property. Prior to the sale the vendor had been served with a notice by the municipal body to pave the street fronting the house. The vendor, without any fraudulent intent, omitted to give the purchaser notice of the fact that the paving notice had been served. The conditions, however, provided that the purchaser should indemnify the vendor against expenses in complying with any requirement enforceable against him and made after the sale by the local authority in respect of paving, etc. No work had been done by the municipal body under the paving notice, and consequently there was no actual charge against the property in respect of such paving at the time of the sale. There was a condition providing that the purchaser should be entitled to compensation for "any error, misstatement or omission in the particulars."