that a further personal notice was required by implication would be equivalent to annexing a condition to the power of sale which the maker of the power did not see fit to provide, and the court would be making a contract for the parties instead of enforcing the one made by themselves; that the right to costs is a matter of contract, and that these costs being unnecessary under the contract the mortgagor could not be charged with them (see *Canada Permanent* v. *Teeter*, 19 O.R., 156). The court, however, held that the charges were proper and necessary, and as it was on a question of costs, there could be no appeal from this decision. In *Canada Permanent* v. *Teeter* it was held that the service of a notice of sale where the power requires no notice to be served, is a voluntary act, and is therefore unnecessary. Also in c. 27 of the Ontario legislation of last session, there is an express recognition of the validity of a sale under a power of sale providing for sale without notice. For these reasons we think that the decision is erroneous, and that the Taxing Master was right in holding the charges to be unnecessary and improper.

LEGAL documents are sometimes ridiculed by the unlearned for their apparent verbosity, and for the way in which the draftsman rings the changes on past, present, and future tenses, and attempts to provide for all sorts of contingencies; but the strict way in which written instruments are construed by the Courts shows that what seems to the unlearned foolishness is often a grave necessity. This is well illustrated by two recent cases of a very dissimilar character, the one relating to the construction of a contract not to carry on a particular business, *Stuart* v. *Diplock*, 43 Chy. D., 43, noted *ante* p. 232, in which it was held that the contract was not violated by the carrying on of a part of the trade in question. Here the omission of the familiar form of words " or any part thereof," proved fatal to the plaintiff's claim to restrict the defendant from carrying on the business in question altogether as was probably intended. The other case is *Re Wormald, Frank* v. *Muzeen*, 43 Chy.D., 633, noted post p. 328, in which the construction of a forfeiture clause in a will was in question. The will contained a devise and bequest to trustees upon trust for a married woman for her separate use " without power of anticipation," with a gift over " on her anticipating " the rents and income or any part thereof: and it was held that the words "anticipating " did not include " attempting to anticipate," and though the married woman had in fact executed a mortgage of her interest, yet this invoked no forfeiture because the mortgage was void and inoperative, and was a mere attempt to anticipate, which was not provided for. There can be little doubt that this was just the kind of act the testator wished to guard against; he did not intend to provide for a contingency which could not possibly happen, but for a contingency which might happen, viz., the attempt of the beneficiary to evade the restriction or enjoyment which he had seen fit to impose, and yet the draftsman of the will probably failed to carry out his client's instructions because he neglected to introduce into the forfeiture clause the words " or attempt to anticipate." As we have said before, these cases illustrate the necessity of that amplitude of expression which, though fatal to elegance of style, is necessary to the legal effect of instruments.