

of all of her estate, which was valid according to French law, and, therefore, admitted to probate in England. It was claimed by the testatrix's next of kin that the will was not an execution of the power. Byrne, J., upheld the contention, being of opinion that where the instrument creating the power prescribes special formalities in the execution of the instrument by which the power is to be executed, it is essential that those formalities shall be complied with, and that it was not enough in the present case that for other purposes the will was a valid will.

WILL—CONSTRUCTION—"DIE UNMARRIED."

In re Chant, Chant v. Lemon (1900) 2 Ch. 345, construes the meaning of the words "die unmarried," contained in a will. By the will in question the testatrix made a disposition of real and personal property in favour of her brother Frederick for life, and after his death in trust for his children or child. "But if he shall die unmarried and without leaving any children or a child who shall attain 21," then the gift was to go over to other parties. Frederick died, leaving a widow, but he had never had any child. Those entitled under the gift over claimed to be entitled, and the question was whether the contingency upon which the gift over was to take effect had happened; on the other hand, the next of kin claimed to be entitled to the property as upon an intestacy. Cozens-Hardy, J., who tried the case, came to the conclusion that the will was to be construed as if the testatrix had said "if he shall die without leaving a wife and without leaving a child," and as that contingency had not taken place, he declared the next of kin were entitled as upon an intestacy.

CONTRACT — STATUTORY CONFIRMATION OF CONTRACT — CONTRACT TO GIVE 'FIRST REFUSAL' OF LAND—PURCHASER WITH NOTICE—INJUNCTION.

In Manchester Ship Canal v. Manchester Race Course Co. (1900) 2 Ch. 352, the plaintiffs had entered into an agreement with the Manchester Race Course Co. whereby, inter alia, it was agreed that whenever the lands used by the Race Course Co. as a race course should cease to be so used, or in case the lands should be at any time proposed to be used for dock purposes, then in either of such cases the Race Course Co. were to give the plaintiffs "the first refusal" of the lands. The agreement had been confirmed by statute. In October, 1899, the Race Course Co. offered to sell the