

to procure the consent. Lindley, M.R. described the rule laid down in *Bain v. Fothergill*, L.R. 7 H.L. 158 as an anomalous rule based upon and justified by the difficulties in shewing a good title to property in England, but one which ought not to be extended to cases in which the reasons on which it is based do not extend. As the latest authority on the law governing a purchasers' right to damages for loss of his bargain, the case is interesting and useful.

**ADMINISTRATION**—GIFT OF REVERSION FOR LIFE, SUBJECT TO AN EXECUTORY GIFT OVER—REVERSIONARY INTEREST—CONVERSION—ENJOYMENT IN SPECIE.

*In re Bland, Miller v. Bland* (1899) 2 Ch. 336 was a case in which a testator gave all his property, which included, inter alia, a reversionary interest, to his wife, and by a codicil to his will directed that in the event of his wife dying without issue leaving the plaintiff in the present action surviving, the gift in the will in favor of his wife should take effect as if the plaintiff's name were substituted therein for that of his wife. In the course of the administration of the testator's estate, the question arose whether the reversionary interest ought to be sold, and the funds applied in accordance with the rule laid down in *Howe v. Earl Dartmouth* (1802) 1 W. & T., 7th ed., p. 68. Sterling, J. decided that it should not, on the ground that he considered that by the terms of the will and codicil the testator had shewn an intention that the property should be enjoyed in specie.

**VENDOR AND PURCHASER**—NOTICE OF TRUSTS OF MORTGAGE MONEY—REQUISITIONS ON TITLE.

*In re Blaiberg & Abrahams* (1899) 2 Ch. 340 was an application under the Vendors' and Purchasers' Act. In the course of investigation of title it was disclosed, by mistake, that a mortgage in the chain of title made to two persons without disclosing any trust, was, in fact, held by them as trustees of a marriage settlement. The purchaser thereupon delivered requisitions requiring to be furnished with an abstract shewing that the persons claiming to be now entitled to the mortgage (one of the original mortgagees having died) were duly appointed trustees of the settlement, and that the estate of the original mortgagees had been duly transferred to those now claiming to be trustees. Kekewich, J. held that the purchaser was entitled to require such proof. He distinguished the case from *In re Harman* 24 Ch. D. 720, because there