

in respect of which he was chargeable. At the trial the charges of fraud and misconduct were not established; and under these circumstances Cozen-Hardy, J., considered that relief should be given only in respect of the three specific items admitted, and that the general account from the beginning of the trust should be refused.

**VENDOR AND PURCHASER—CONDITIONS OF SALE—OUTGOINGS.**

*Barsht v. Tagg* (1900) 1 Ch. 231, was an action by a purchaser for specific performance of a contract for the sale of lands, and the sole question was one as to the liability for certain outgoing which had arisen after the date fixed for completion. The contract was made in July, 1898, the time fixed for completion being 11th August, 1898. The conditions of sale provided that, in case of delay in completion from any cause, the vendor should have the option of receiving either interest on the purchase money, or the rents and profits up to the date of actual completion. Owing to the plaintiff's fault, he was not ready to complete until February, 1899. In November, 1898, the defendant had paid certain outgoing for the abatement of a nuisance on the premises, and he elected to retain the rents and profits. The plaintiff contended that, inasmuch as he elected to retain the rents and profits, he was also therewith bound to discharge the outgoing in question, whereas the defendant refused to complete, except on the terms of the plaintiff paying his purchase money, and the amount of the outgoing so paid by the defendant. Cozens-Hardy, J., held that under the conditions of sale the defendant's option to retain the rents and profits in lieu of interest did not involve any liability on his part to assume the payment of the outgoing which, *prima facie*, the plaintiff was bound to pay.

**WILL—ABSOLUTE GIFT—JOINT TENANTS—SECRET TRUST COMMUNICATED TO ONE OF TWO JOINT TENANTS—NOTICE.**

*In re Stead, Witham v. Andrew* (1900) 1 Ch. 237, is a case which turns on the effect of a secret trust in respect of property bequeathed to two persons as joint tenants, but which trust was communicated to one of them only, the other having no notice thereof. Farwell, J., held that under the circumstances of this case the trust was binding only on the legatee to whom it was communicated, and not on the other, who was entitled to take the