

of the deposit. Whether a purchaser of a "leasehold house" could be compelled to accept an under lease was raised but not decided.

LANDLORD AND TENANT—DEMISE FOR "TWO YEARS CERTAIN AND THEREAFTER FROM YEAR TO YEAR"—WHEN TERMINABLE.

*In re Searle, Brooke v. Searle* (1912) 1 Ch. 610. In this case a lease for two years certain and thereafter from year to year until either party gives notice to determine the tenancy was in question, and the point to be determined was when it was terminable; and Neville, J., decided that it was not terminable at the end of the two years; but created a tenancy for three years at least, and that the term was only determinable by a three months' notice expiring at the end of the third, or any subsequent year.

WILL—CONSTRUCTION—GIFT FOR LIFE TO FOURTEEN PERSONS—SUBSTITUTIONAL GIFT TO CHILDREN—GIFT OVER OF WHOLE ON DEATH OF SURVIVOR OF THIRTEEN ONLY—DEATH IN TESTATOR'S LIFETIME—IMPLICATION OF SURVIVORSHIP—INTESTACY.

*In re Hobson, Barwick v. Holt* (1912) 1 Ch. 626. A peculiar will was in question in this case; the testator gave the income of his real and personal estate to trustees to divide amongst Sybil, the daughter of Charles Holt, and thirteen other named persons during their respective lives, and if any of them should die leaving children, the children were to take the parent's share, and he directed that after the death of the survivor of the thirteen (omitting the name of Sybil), the whole estate should then be sold and divided between the children of Charles Holt and the children of the thirteen named persons as might be living at the death of the last survivor of the thirteen, the children of any deceased child to take their parent's share. Two of the thirteen died in the lifetime of the testator, without leaving children, and Parker, J., held that the income of these two fourteenths had not been disposed of by the will and as to them there was an intestacy. His Lordship held that as the gift over was not on the death of all the first takers but only of thirteen of them, there was no survivorship, by implication, as to the shares in question in favour of the remaining twelve. He also held that the fact that those who were entitled under the gift over were also entitled to share in the estate prior to the period fixed for the distribution, also precluded the implication of survivorship.