had not in fact taken place, but because the time allowed for remedying the breach properly alleged was too short, a distinction which is not very apparent on the face of the report, and which seems to have escaped the notice of the writer of our note of the case.

WILL—CONSTRUCTION—ESTATE, DEVISED—ESTATE TAIL—INTENTION—WILLS ACT (1 VICT., C. 26), S. 28—(R.S.O. C. 128, S. 30).

Crumpe v. *Crumpe* (1900) A.C. 127, was an appeal from the Irish Court of Appeal, upon the construction of a will, whereby the testator devised his fee simple estates to trustees to give the rents to his nephew, Silverius Moriarty; but in case Silverius encumbered the lands or rents at any time, the testator revoked the gift of the rents "from Silverius Moriarty and from his heirs male," or should Silverius not forfeit the same, and should "die without male issue him surviving," he bequeathed the rents and estates to William Moriarty and his issue in tail male. Silverius executed a disintailing deed and died, without heirs male of his body, having devised the land to the respondent. The appellant claimed to be entitled as the heir male of William Moriarty, and the question presented for decision was whether Silverius took an estate in fee simple under the Wills Act, s. 28 (see R.S.O. c. 128, s. 30), subject to an executory devise over, as the appellant contended; or whether he took an estate in fee tail, as the respondents claimed and as the Irish Courts had held. The House of Lords (Lord Halsbury, L.C., and Lords Ashbourne, Macnaghten, Morris, Shand, James and Brampton) unanimously agreed with the Irish Courts that, according to the true intention of the testator, an estate in fee tail male was devised to Silverius, and that, consequently, a "contrary intention" sufficiently appeared by the will so as to prevent the estate devised being a fee simple as provided by s. 28.

INSURANCE—GUARANTEE OF SOLVENCY OF SURETY—CONCEALMENT OF MATERIAL FACTS—UBERRIMA FIDES.

Seaton v. *Burnand* (1900) A.C. 135, is the case known as *Seaton* v. *Heath* in the courts below. The action, it may be remembered, was brought on a policy guaranteeing the solvency of a surety for the payment of a loan made by the plaintiff to a third party at a high rate of interest, about 40 per cent. The Court of Appeal