

trust to sell, with power in their absolute and uncontrolled discretion to postpone the sale, and they were to stand possessed of the proceeds in trust for the testators' children who should attain 21, in equal shares, "provided . . . that the capital of my residuary estate shall not be divisible amongst my children . . . until my youngest surviving child shall attain the age of twenty-one years." One of the children attained twenty-one years and claimed that his share was vested in possession, and that he was entitled to be paid his share or to have it appropriated to him. The trustees objected to sell owing to the difficulty of effecting a sale except at a sacrifice. Warrington, J., who tried the case held that the plaintiff, notwithstanding the direction in the will that the capital should not be divisible until the youngest child attained twenty-one, became entitled on attaining twenty-one years to a vested share, but he held that so long as the trustees bona fide determined to postpone the sale of the estate he was not entitled to have his share paid or appropriated to him, and from that part of the decision denying his right to a sale, or appropriation of his share the plaintiff appealed, but the Court of Appeal (Williams, Buckley, and Kennedy, L.JJ.) upheld the judgment of Warrington, J.

VENDOR AND PURCHASER—CONDITION OF SALE NEGATING RIGHT TO COMPENSATION—CONVEYANCE—PLAN—FALSA DEMONSTRATIO—IMPLIED COVENANTS FOR TITLE—LIABILITY OF VENDOR.

*Eastwood v. Ashton* (1914) 1 Ch. 68. In this case the Court of Appeal (Cozens-Hardy, M.R., Eady and Phillimore, L.JJ.) have reversed the decision of Sargant, J. (1913) 2 Ch. 39 (noted ante, vol. 49, p. 494). The action was brought to recover damages for an alleged breach of covenant. The plaintiff brought the property known as Bank Hey Farm, containing 84 ac. 3r. 4p., or thereabouts, subject to a condition that any incorrect statement should not entitle him to compensation. The property was conveyed according to a plan indorsed on the deed. This plan shewed that there was included in the property purported to be conveyed a strip of 100 feet long by 36 feet wide, which had originally been part of the farm, but as to which, to the vendor's knowledge, an adjoining proprietor had acquired title by possession. Sargant, J., held that the plan could not be treated as falsa demonstratio and that the strip was included in the parcel conveyed, and the defendant having no title thereto was liable in damages. The Court of Appeal, however, took the view that