part of the legatee evidence was given that in July, 1881, she had received a letter from the testatrix saying that she wished to give her £300 in order that she might purchase a clock or inkstand as a *souvenir* of her uncle John, and that she purchased the clock out of the £300, and had written to the testatrix informing her of this and consulting her as to the inscription, which was supported by an entry in the testatrix's diary to the effect that she had received a letter from legatee "telling me she had got the clock and was waiting for the inscription." Mr. Justice Pearson had held that the payment of the £300 was a total ademption of the legacy of £500 given by the will, but the Court of Appeal was of opinion that it was only an ademption *pro tanto*. Lord Selborne, who delivered the judgment of the Court, said that numerous authorities have determined that if a legacy appears on the face of the will to be bequeathed (though to a stranger) for a particular purpose, and a subsequent gift appears by proper evidence to be made for the same purpose, a presumption is raised *prima facie* in favour of ademption. But he observed, "It is not without some degree of doubt that I have come to the conclusion that although the sum given in July, 1881, is the same which in June, 1880, the testatrix contemplated giving in lieu of the £500 (which would then have been a total ademption), the lapse of more than a year without the fulfilment of that intention, is enough to prevent any satisfactory inference that the gift made in July, 1881, was intended to be a total ademption of the legacy of £500."

VENDOR AND PURCHASER—SALE BY TRUSTEE—DEPRECIATORY CONDITION.

In *Dunn* v. *Flood* (28 Ch. D. 586), to which we now come, the Court of Appeal affirmed the judgment of North, J., (25 Ch. D. 629). The action was brought for the specific performance of a contract for the purchase of lands, and was resisted by the purchaser on the ground that the plaintiffs were trustees, and that the conditions under which the property had been sold were of such a depreciatory character that the sale under such circumstances amounted to a breach of trust. The sale was made subject to certain general conditions of sale relating to the building and occupation of the houses to be erected on the land, one of which required the purchaser of each lot to covenant not to carry on upon either of the said lots the trade or business of a brewer, hotel-keeper, or simliar trade, following the words of a deed under which the plaintiffs claimed title. But in addition there was also a further condition that the lots were sold "subject to the existing tenancies, restrictive covenants, and all easements and quit rents (if any) affecting the same," and that the purchasers were to indemnify the vendors against the breach of any restrictive covenants contained in the abstracted muniments of title. The abstracted documents contained no other restrictive covenants than those comprised in the general conditions, and the vendors stated that they knew of no other restrictive covenants, and of no existing tenancies, easements or quit rents, affecting the property. And it was held that the condition as to existing tenancies and restrictive covenants were of so depreciatory a character as to constitute a good defence to the action. Bowen, L.J., thus states the objection to the conditions: "The trustees in the present case had a discretion to sell, but it was their duty in the first place to tell the truth; this was a duty due to themselves, their *cestui que trust*, and to the purchaser. In the second place it was not their duty to suggest any difficulty in the title that did not exist. The condition principally objected to is condition 6 (*i.e.*, the condition relating to the existing tenancies, etc.). Would a