

a contingent incumbrance no matter how small the amount, or remote the contingency was not a "reasonable ground" for rescission by the vendor, because the purchaser was entitled to insist that the incumbrance should be discharged. (2) He also held that the notice of rescission being given "without prejudice was null and void.

CONSTRUCTION—CONVEYANCE OF LAND—RESERVATION OF ALL
"MINES AND VEINS OF COAL"—PROPERTY IN SUBSOIL—
PAYMENT OF RENT—MISTAKE—ESTOPPEL.

In *Batten Pooll v. Kennedy* (1907) 1 Ch. 256 the plaintiffs claimed to recover rent alleged to be due in respect of an alleged license to make an underground road for coal mining purposes. The facts were that the plaintiffs were owners of the surface rights of the land in question under a conveyance which had excepted and reserved "all veins and mines of coal in or under" the land conveyed. The defendants were owners of the minerals thus reserved: and under a mistake as to their rights had paid for some years to the plaintiffs rent, in the belief that they were bound to do so under a license from the plaintiff to work the coal made by the plaintiffs' predecessors in title in 1822, whether to defendants' predecessors in title or not did not appear. The defendants had for the purpose of working the coal made underground roads, which pierced not only the veins of coal but also the adjacent strata and had paid rent to plaintiffs from 1887 to 1903. Warrington, J., held that, as the owners of the minerals reserved, the defendants had, independently of any license granted by the plaintiffs' predecessors in title, a right to make the roads in question for the purpose of their mining operations, and that they were not estopped, by reason of the payments which they had made, from disputing the right of the plaintiffs as landlords of the road in question. Such payments the learned judge held to be voluntary and made under a supposed legal liability which created no estoppel against the defendants.

MARRIED WOMAN—RESTRAINT ON ANTICIPATION—RULE AGAINST
PERPETUITIES—WILL—CONSTRUCTION.

In *Re Gome, Gome v. Tennent* (1907) 1 Ch. 276 the construction of a will was in question. The testator directed his trustees to hold a sum of £500 and pay the income to his daughter Sarah for life, and after her death upon trial for such child