

it is an implied term of the contract that the deposit shall be forfeited in case the purchaser makes default, and the fact that the deposit is in the hands of a stakeholder can not affect the respective rights of the vendor and purchaser thereto. He, therefore, made the order as asked.

SOLICITOR—LIEN—PROPERTY RECOVERED—COMPROMISE WINDING UP—COSTS OF ESTABLISHING SOLICITOR'S RETAINER.

*In re Meter Cabs* (1911) 2 Ch. 557. This is a decision concerning the lien of solicitors. The facts being that a solicitor was employed by a limited company to establish a claim in an arbitration. Pending the arbitration the company went into liquidation. On the instructions of the liquidators the solicitor continued the prosecution of the arbitration proceedings and ultimately, with the consent of the liquidators, compromised the claim for £29, which was paid to him and credited by him to the liquidators. The solicitor subsequently delivered his bill of costs for £23, of which £20 was incurred before liquidation. The liquidators took the ground that the solicitor had not been retained by them, and as to the costs incurred before liquidation he was only entitled to prove as creditor. The solicitor, on the other hand, claimed a lien on the £29 for all of his costs incurred before or after the liquidation; and Eady, J., held that the £29 was property recovered by the solicitor on which he had a lien at common law, not only for his costs incurred for the recovery of the money, but also for establishing his retainer as against the liquidators, who disputed it.

WILL—CONSTRUCTION—DEVISE OF HOUSE AND PREMISES "WHERE I NOW RESIDE"—PURCHASE OF ADJOINING PLOTS SUBSEQUENT TO DATE OF WILL—WILLS ACT, 1837 (1 VICT. c. 26) s. 24—CONTRARY INTENTION—POWER TO INVEST IN PREFERENCE STOCK—FULLY PAID PREFERENCE SHARES NOT WITHIN POWER.

*In re Willis, Spencer v. Willis* (1911) 2 Ch. 563. In this case the will of a testator was in question, whereby the testator had devised his freehold house and premises, situate at Oakleigh Park, Whitstone, known as "Aukerwyke," and "in which I now reside." After the date of the will the testator had purchased some adjoining plots which at his decease were used and enjoyed by him as part of or in connection with, the property