

the purchaser, had accepted an offer made by the defendant but her acceptance was made subject to, amongst others, a condition that her solicitor should "approve the title to, and covenants contained in the lease, the title of the freeholder and the form of contract." Parker, J., held that the latter stipulation indicated that the contract was not a complete one and that the stipulation as to the form of contract was not one that the purchaser could waive, and therefore that the letters relied on did not constitute a binding contract. The action therefore failed.

MORTGAGE—REDEMPTION—TENDER BY MORTGAGOR—STOPPAGE OF INTEREST—COSTS OF ATTAINING VESTING ORDER.

Webb v. Crosse (1912) 1 Ch. 323 was an action for redemption in which the question was whether there had been a sufficient tender before action to stop the running of interest, and whether or not the mortgagor was liable to pay the costs of obtaining a vesting order rendered necessary by reason of the disappearance of a trustee mortgagee in whom the legal estate was outstanding. The acting trustees who were the mortgagees gave notice to the mortgagor on March 29, 1911, to pay off the mortgage, in order to put themselves in a position to exercise the power of sale contained in the mortgage. On June 29, 1911, the solicitor of the mortgagors called on the solicitors of the mortgagees and saw their managing clerk and informed him that they were ready to pay off the mortgage and undertook to pay the costs of reconveyance, but objected to pay any extra costs necessary to obtain a vesting order consequent on one of the former trustees in whom the legal estate was outstanding having disappeared. A reconveyance was tendered for execution to which the absconding trustee was a party. The tender was made without any previous notice to the mortgagees' solicitors. Parker, J., held that it was not sufficient to stop interest, although conceding that a tender of mortgage money which would have that effect need not necessarily be a legal tender, yet he found the tender in question insufficient because a reasonable notice had not been given of the intention to make it, it was not made to a person entitled to receive the money, it did not allow a reasonable time to the mortgagees to procure the execution of a reconveyance, or the obtaining of a vesting order, and furthermore the mortgagors had expressly refused to pay the costs of obtaining a vesting order which he held the mortgagor would be liable to pay.