

to refund money under the following circumstances: By the will in question the testator had bequeathed an annuity of £100 out of his residuary real and personal estate to his son William Henry, subject to a provision that the trustees were to apply so much of the said annuity as would, if the same were payable to the son, be by his act or default, or by operation of a process of law so disposed of, as to prevent his personal enjoyment thereof, for the benefit of his wife and children. The trustees had in their hands on the 16th April, 1895, a sum of £132 7s. 5d., payable to the son in respect of the annuity. On the following day they were served with a garnishee order, at the suit of a creditor of the son, and in pursuance of an order to pay over, had paid the amount to the attaching creditor. The son's wife and children claimed that the money should have been applied by the trustees for their benefit. Stirling, J., however, considered that the above mentioned provision in favor of the wife and children could only take effect, when at the time the money was payable, the son was debarred from receiving it for his own use, and could not apply to any subsequent alienation by process of law or otherwise. And as on the 16th April, 1895, the son was actually entitled to receive the money for his own use, the subsequent attachment of the money by his creditor could not divest his title.

VENDOR AND PURCHASER—LEASEHOLDS—ONEROUS COVENANTS IN LEASE—VENDOR'S DUTY TO DISCLOSE ONEROUS COVENANTS—CONSTRUCTIVE NOTICE.

In *Re White & Smith's contract*, (1896) 1 Ch. 637, leaseholds were offered for sale by auction; the advertisement and particulars failed to disclose that the lease under which the premises were held contained onerous and unusual covenants. The purchaser at the sale, on the delivery of the abstract, having discovered the existence of these covenants, applied to the vendor to be released from his purchase, which having been refused, he applied to the Court under the Vendors' and Purchasers' Act. It was not disputed that the covenants were unusual, but it was claimed on the part of the vendor that as the lease was referred to in the advertisement and particulars, the purchaser had constructive notice of its con-