

VENDOR AND PURCHASER—CONTRACT—SALE BY TRUSTEE AT REQUEST OF BENEFICIARIES—ABSENCE OF POWER OF SALE—LEGAL ESTATE IN VENDOR.

*In re Baker and Selmon* (1907) 1 Ch. 238. This was an application under the Vendors and Purchasers' Act. The vendor was a trustee without any power of sale but having the legal estate. The contract stated that the vendor was selling as trustee under the trusts and powers vested in him. It also provided that the tenant for life would join in the conveyance for the purpose of releasing her life estate. On the examination of the title it turned out that the vendor had no express power of sale, but that he had entered into the contract at the written request of the tenant for life and all the other beneficiaries, so that he could compel them to join, and the question was whether the vendor was able to make a good title in accordance with the contract, and Eady, J., held that he was. He distinguished the case from *In re Bryant and Banningham*, 44 Ch.D. 218, where the vendors, finding that they had no present trust for sale, offered to procure a conveyance from the life tenant, a person not bound to convey at their request; and also from *In re Head*, 45 Ch.D. 310, when the offer to procure the concurrence of the beneficiaries was not made until after the contract had been repudiated by the purchaser, and the beneficiaries were even then not bound to concur; on the ground that here all the beneficiaries were concurring in, and could be compelled to carry out the sale.

VENDOR AND PURCHASER—RESCISSION BY VENDOR—REASONABLE GROUND—PURCHASER REFUSING TO ACCEPT INDEMNITY AGAINST CONTINGENT LIABILITY—NOTICE OF RESCISSION—"WITHOUT PREJUDICE."

*In re Weston and Thomas* (1907) 1 Ch. 244 is another case under the Vendors and Purchasers' Act. 'In the course of examination of the title it was discovered that the property was subject to a liability in a remote contingency. The vendor offered to give an indemnity against such liability which the purchaser refused to accept. The vendor's solicitor then, assuming to act under the conditions of sale, gave the purchaser notice of rescission of the contract, but the notice was stated to be "without prejudice." In these circumstances Eady, J., held (1) that the refusal of the vendor to accept an indemnity against