

arose between the plaintiffs, who were the executors of the husband who had died, and the trustees of the settlement, whether under the general words "other goods, chattels, and effects," were included the carriages, horses, harness, and stable furniture in or upon the coach house and stable buildings. The Court of Appeal (Lord Esher, M.R., and Lopes and Rigby, L.JJ.) held that they did, affirming the decision of Wright, J. In comparing the reports of this case in the *Law Reports* and the *Law Times*, some notable variations are to be seen. In the latter Lord Esher is made to say: "It seems to me that the doctrine of *ejusdem generis* was a bad one, and I do not wonder that the tendency of the courts in modern times has been to reject it." In the *Law Reports* this passage appears as follows: "No doubt many cases are to be found in the reports in which the meaning of general words in deeds or wills have been thus limited. But I am not surprised to find that the modern tendency of the courts has been to construe general words in their ordinary sense. It cannot, however, be doubted that there are cases in which such words must be construed in a limited or restricted sense, and the question is how the words of construction are to be applied." From the *Law Times* one would infer that Lord Esher disapproved of the doctrine *in toto*, but from the *Law Reports* we infer he approves of it, and recognizes its necessity, subject to proper limitations. Here the fact that the settlor had expressly assigned the stables and coach house led the court to conclude that the general words were necessarily intended to cover their contents.

VENDOR AND PURCHASER—CONDITIONS OF SALE—VENDOR AND PURCHASER ACT, 1894 (37 & 38 VICT., c. 78)—(R.S.O., c. 112, s. 3)—ORDER DECLARING GOOD TITLE—REVIEW—SUBSEQUENT DISCOVERY OF MATERIAL EVIDENCE—RES JUDICATA—ESTOPPEL—SPECIFIC PERFORMANCE—COVENANTS.

*In re Scott and Alvarez; Scott v. Alvarez*, (1895) 1 Ch. 596, is a sort of double-barrelled case. It is a report of an application made under the Vendor and Purchaser Act (37 & 38 Vict., c. 78) (see R.S.O., c. 112, s. 3), and also of an action subsequently brought by the vendor for the specific performance of the same contract. The case presents a curious complication of facts. The contract in question was entered into for the purchase of a lease, subject to conditions of sale which precluded the purchaser from inquiring into the title prior to a mortgage under which the vendor claimed title. On the application under the Vendor and