implication, the court acquired power to refuse a decree for restitution wherever the result of such decree would be to compel the court to treat one of the spouses as deserting the other without reasonable cause, contrary to the real truth of the case. The majority of the court, therefore, held that both the petition of the wife and the counter-claim of the husband must be dismissed. Rigby, L.J., dissented, and considered that the atrocious accusation of the wife constituted legal cruelty, and justified the granting of a judicial separation in favour of the husband.

VENDOR AND PURCHASER—CONDITIONS OF SALE PRECLUDING INQUIRY AS TO TITLE —TITLE BAD—SPECIFIC PERFORMANCE DEPOSIT.

In re Scott and Alvarez, (1895) 2 Ch. 603; 12 R. Oct. 76, the Court of Appeal (Lindley, Lopes, and Rigby, L.JJ.), have partially affirmed and partially reversed the decision of Kekewich, J., (1895) 1 Ch. 596; noted *ante*, p. 341. It will be found, on reference to that note, that the matter in controversy arose out of a contract for the sale of a parcel of land which was sold subject to a condition that the purchaser should not inquire into the title prior to a mortgage under which the vendor claimed. After it had been declared upon an application under the Vendors' and Purchasers' Act that the vendor had made a good title according to the contract, it was discovered and conclusively proved that his title rested on forged deeds, and that he had no title. Relying on the declaratory order obtained under the Vendors' and Purchasers 'Act, the vendor instituted a suit for specific performance, in which the purchaser set up and proved that the vendor had no title, and claimed a return of the deposit. Kekewich, J., dismissed the action, and ordered a return of the deposit to the defendant; but the Court of Appeal (Lindley, Lopes, and Rigby, L.JJ.), held that the condition of sale bound the purchaser, and that he could not recover the deposit, and they, therefore, reversed his decision on that point; but they upheld his refusal to decree specific performance (Lopes, L.J., however, doubting), as being under the circumstances a proper exercise of discretion, the case being one in which the parties should be left to their remedies at law.

COMPANY—DEBENTURES—POWER TO ISSUE DEBENTURES IN PAYMENT OF DEBTS OF FOUNDER OF COMPANY—ONE MAN COMPANY—FRAUDULENT PREFERENCE.

Seligman v. *Prince,* (1895) 2 Ch. 617; was an action to enforce the payment of debentures against a joint stock