

reversioner was sold under an execution against his lands, upon a bill filed by the mortgagor to redeem: *Held*, that the sale by the sheriff did not carry the equity of redemption, and that the mortgagor was entitled to redeem.—*Chisholm v. Sheldon*, 108. [Reversed on appeal in post, vol. iii., p. 655.]

SOLICITOR.

1. A defendant in equity has no right to call upon the plaintiff's solicitor to produce his authority for using a plaintiff's name; and particularly where no case of improper conduct on the part of the solicitor in using such plaintiff's name, is positively alleged and verified.—*Chisholm v. Sheldon*, 294.

2. Where a solicitor of this court purchased a widow's right to dower in all the lands of which her husband was seised during her coverture, taking from her an assignment thereof and a power of attorney to use her name in suing therefor, six years after the death of her husband, and several years after the purchase so made by him, filed a bill in the name of the widow, for the purpose of having dower assigned to her in a particular portion of her late husband's lands—not noticing the sale to himself: the court, on the application of the widow, ordered the bill to be taken off the files, with costs to be paid by the solicitor.—*Meyers v. Lake*, 305.

Order to change.

3. This court will order a party's solicitor to be changed without any condition as to paying the solicitor his costs.—*Meyers v. Robertson*, 439.

See also "Practice," 7.

SPECIFIC PERFORMANCE.

1. A., by power of attorney, authorised his wife to sell and con-

vey certain lands upon such terms as she should deem suitable and convenient, and immediately afterwards left the province and died abroad. The wife employed B. to find a purchaser, who accordingly agreed with the plaintiff for a sale at a certain price, payable by instalments, with interest; upon payment whereof he was to receive a conveyance, and B. gave his own bond for a deed, in which were contained the terms and conditions of sale. The wife subsequently approved of and ratified the bargain so made, and B., with her consent, let the purchaser into possession of the property bargained for. Upon a bill being filed for specific performance of the contract: *Held*, that this was not a contract in writing, within the meaning of the Statute of Frauds, but that sufficient appeared to authorise the court to decree a specific performance of a parol contract upon the terms of the bond, as being partly performed and within the terms of the authority.—*Farquharson v. Williamson*, 93.

2. Where the owner of an estate stands by and allows a third person to appear as the owner, and to enter into a contract as such, the owner will be decreed specifically to perform such contract.—*Davis v. Snyder*, 134.

3. Where the owner of an estate was present and permitted a third person to agree for the sale of his land, and the purchaser was let into possession, who made improvements, and being afterwards ejected by the owner of the property filed a bill for payment of the value of those improvements: the court allowed a demurrer for want of equity.—*Ib.*

4. *Semble*.—That this court in a proper case has jurisdiction to