

## UNIVERSITY.

## REMOVAL OF PROFESSOR.

See "University."

## SALE OF PROPERTY INSURED.

See "Insurance."

## SHERIFF'S SALE.

A. entered into a parol agreement with R., for the sale to him of certain land, received part of the price and gave R. possession of the premises. A. subsequently assigned by parol the balance of the price to S., to whom he was indebted. P., after this assignment, delivered to the Sheriff an execution against the lands of A., and became the purchaser at the sale by the Sheriff of the lands so agreed to be sold to R.

*Held*, that under these circumstances no interest in the land passed under the Sheriff's deed.

Parke v. Riley, 215.

(UNDER FL. FA. ISSUED OF ROISTERED JUDGMENT.)

See "Mortgage."

## SPECIFIC PERFORMANCE.

The Rector of Woodstock filed a bill against the Great Western Railway Company for a specific performance of an alleged contract for a free pass for himself and his successors, as the consideration for certain rectory land conveyed by the plaintiff to the company for railway purposes. The Court of Appeal, not being satisfied with the evidence of the alleged contract, and also deeming the contract to be open to various objections, reversed the decree, and ordered the bill to be dismissed with costs. [*Spragge and Mowat*, V.C., dissenting.]

Bettridge v. The Great Western Railway Co., 58

## ULTRA VIRES.

See "Specific Performance."

## UNIVERSITY.

The trustees of Queen's College, Kingston, removed a professor in their discretion. *Held*, reversing the judgment of the Court below, that there was no jurisdiction in equity to interfere for his restoration, &c., and that, under the charter, a sufficient number of trustees might remove in their discretion.

Weir v. Mathieson, 123.