

sentatives were called upon by the representatives of one *J.*, to whom the first mortgage had been assigned, to pay the same, and, in a suit brought thereon, the lands so conveyed by *B.* to *W.* were ordered to be sold. On a proceeding to strike *C.* off the roll of solicitors for mal-practice :

Held, (1) that *C.*, in the transactions, acted professionally for *W.* and *B.* ; his being the holder of the mortgage from *B.* was an accident which did not affect the professional character in which he acted ; (2) that whether he was acting professionally or not in the matter, he was, being a solicitor, amenable to the summary jurisdiction of the Court, and, under the circumstances, an order was made to strike him off the roll of solicitors, and pay the costs of the proceedings against him for that purpose.

In re Currie.—Gilleland v. Wadsworth, 338.

SOLICITOR OF RAILWAY CO.

See "Railway Company," 3.

SPECIFIC PERFORMANCE.

1. A written agreement to purchase, in order to satisfy the Statute of Frauds, must specify by name or description who is the vendor.

Cameron v. Spiking and Teed, 116.

2. The plaintiffs agreed to sell certain premises to the defendants, who signed a written contract agreeing to purchase. The writing omitted any mention of the names of the vendors. Possession of the property was taken by the defendants through their agent, who carried on business therein for two days in their names.

Held, a sufficient part performance to let in parol evidence as to who were the vendors. *Id.*

3. The defendant wrote to the manager, who was verbally authorized to sell certain lands belonging to a bank: "I hereby agree to purchase from the Dominion Bank all," &c, and paid on account of the purchase money \$100. This memorandum was not submitted to the managing board of the bank, nor was it signed by any one acting on their behalf, and the solicitor for the bank refused that it should be put into such a shape as to bind the bank.

Held, that the memorandum amounted to an offer to purchase only, and that before a formal acceptance thereof by the bank authorities the defendant was at liberty to withdraw the same.

Dominion Bank v. Knowlton, 125.

4. And *quære* whether in such a case authority for the purpose of selling the lands of the bank could be conferred by parol. *Id.*