

CONFLICT OF LAWS—LEX LOCI CONTRACTUS—LEX SITUS—
FOREIGN IMMOVEABLES—EQUITABLE CHARGE—LEGAL MORT-
GAGE—INSOLVENCY OF MORTGAGOR.

In re Smith Laurence v. Kitson (1916) 2 Ch. 206. This was a creditor's action for the administration of the estate of a deceased person who had died insolvent, in which an application was made for an order directing the trustees of the estate to execute a legal mortgage to secure certain debts contracted in the following circumstances. The testator was resident in England and obtained from his sisters loans amounting to £2,000 with which he agreed to charge certain estates owned by him in the Island of Dominica, on which he agreed to execute a legal mortgage. He died leaving his estates in Dominica to trustees without having executed any legal mortgage. The equitable charge was insufficient according to the laws of Dominica to charge the land there, and it was contended on behalf of unsecured creditors of the testator that the contract must be construed according to the *lex situs*, and that it was void: but Eve, J., who heard the application, held that the contract must be construed according to the law of England, and that the applicants were entitled to have the trustees execute a legal mortgage to secure the loan, as claimed.

CONTRACT—SPECIFIC PERFORMANCE—LEASE—NAME OF PROPOSED LESSEE—CONTRACT BY AGENT—AGENT NOT LIABLE AS CONTRACTING PARTY—RIGHT OF UNDISCLOSED PRINCIPAL TO SUE—STATUTE OF FRAUDS, 29 Car. 2, c. 31, s. 4—(R.S.O.c. 102. s. 3).

Lovesy v. Palmer (1916) 2 Ch. 233. This was an action for the specific performance of a contract to grant a lease. The contract was made by one Harraway, who was the plaintiff's agent, to grant the lease to a company to be formed, but the plaintiff was Harraway's sole principal. The defendants denied that there was any concluded contract, and also relied on the Statute of Frauds. Harraway registered a company styled "the C. T.—Limited," and the plaintiff put forward that company as the Company to take the lease. The contract was alleged to be contained in certain correspondence which had passed between the defendant's solicitor and Harraway in which the principal was referred to as his "client" or "clients." Younger, J., who tried the action, held that as Harraway was not himself personally bound by the contract, the plaintiff, even if he were his principal, not being named in the contract, could not sue upon it, because