

PAYMENTS BY PURCHASER AFTER NOTICE.

See "Registrar."

PERSONAL PROPERTY.

[DETENTION OF.]

See "Damages," 1.

PERSONAL SERVICES.

See "Specific Performance, 5.

PLEADING.

1. Where the locatee of the Crown assigned his interest absolutely, and the purchaser gave his bond for the purchase money, payable if the title should prove good, it was *held*, that a bill was wrong in treating the transaction as a contract and praying specific performance; and that the bill must be amended and a lien prayed, in order to entitle the vendor to relief.

Sanderson v. Burdett, 119.

2. A bill against an Insurance Company on a policy, alleged that the policy was made by the Company, but did not state that it was under seal:

*Held*, sufficient.

Workman v. The Royal Insurance Co., 185.

3. The policy was stated to be to pay such loss or damage as should happen to the property by fire, "subject to the conditions thereon indorsed":

*Held*, that the language did not imply that the conditions were conditions precedent, and therefore that it was not necessary to shew due performance.—*Id.*

4. A bill, setting forth that one of the defendants procured a conveyance from the plaintiff by fraud, and afterwards mortgaged the property to another defendant, is not demurrable for want of a charge that the latter had notice of the fraud at or before he received his mortgage. It is for the defendant, in such a case, to set up the defence of no notice.

Kitchen v. Kitchen, 232.