

JOINT TENANCY—SEVERANCE.

In re Wilks, Child v. Bulmer (1891), 3 Ch. 59, it became necessary to consider what acts on the part of a joint tenant are sufficient to create a severance of the joint tenancy. In this case a fund in court stood to the credit of three infant plaintiffs, "as joint tenants." On 19th March, 1890, the eldest of the three obtained his majority, and became entitled to have one-third of the fund paid out to him. On 20th March solicitors were instructed to apply to get his share out of court, and they obtained a summons for payment out returnable on 28th March. On that day the parties attended, and the evidence was complete, but owing to pressure of business the summons was not reached, and was therefore adjourned to 22nd April. In the meantime, on 2nd April, the applicant died; and Stirling, J., held that the proceedings not having been effectual before the death of the applicant, there was no severance of the joint tenancy. According to the learned judge, an act to amount to a severance of a joint tenancy must be of such a character as to preclude the joint tenant from claiming by survivorship any interest in the subject matter of the joint tenancy. The taking out of a summons on which no order was made could not have that effect.

CONTRACT—SALE OF LAND—VENDOR DESCRIBED AS "LANDLORD"—SUBSEQUENT LETTER REFERRING TO CONTRACT AND VENDOR—STATUTE OF FRAUDS, S. 4.

Coombs v. Wilkes (1891), 3 Ch. 77, is a decision on that perennial source of profit to the legal profession, the Statute of Frauds; and the point involved was whether or not the vendor was sufficiently described in the contract. The defendant signed a contract agreeing to purchase a parcel of land, and in it stated that he had paid a deposit to "Messrs. R., as agents for the vendor." The document continued: "I hereby agree to pay in the usual way for the tenant right (the landlord to be considered an outgoing tenant, according to the custom of the country)." The vendor's name was not mentioned in the contract and he did not sign it, but it was signed by a clerk of Messrs. R. In a subsequent letter to the vendor's solicitor, the defendant asked that the balance of the purchase money might remain on mortgage, and concluded: "Let me know, and then Mr. Coombs could sign off the deeds . . . I should like a copy of our agreement." It was contended by the plaintiff (the vendor) that the term "landlord" in the original contract sufficiently identified the vendor, and even if it did not the subsequent letter of the defendant cured the defect. Romer, J., however, was of opinion that the term "landlord" was not necessarily referable to the vendor, and was therefore not a sufficient description of the vendor to satisfy the requirements of the statute; and the letter was not sufficiently connected with the contract by reference to enable it to be used to supplement it. There can, however, be very little doubt that this is only one more case in which the statute has practically been used to effectuate the very purpose it was intended to prevent.