

BILL OF SALE—POWER OF ATTORNEY.

Furnivall v. Hudson, (1893) 1 Ch. 335, is a decision of North, J., to the effect that a bill of sale may be executed by attorney, and that there is nothing to exclude the grantee from being such attorney.

VENDOR AND PURCHASER—BUILDING LOTS—SALE OF LOTS BY AUCTION—RESTRICTIVE COVENANTS—LOTS RETAINED BY VENDOR—LIABILITY OF VENDOR TO OBSERVE RESTRICTIVE COVENANTS—FORM OF CONVEYANCE.

In re Birmingham and District Land Company & Allday, (1893) 1 Ch. 342, was an application under the Vendor and Purchaser Act, 1874, and the question was whether the purchaser of a building lot sold subject to restrictive covenants was entitled in his conveyance to a restrictive covenant by the vendors in respect of those lots which remained unsold in their hands. In this particular case Stirling, J., decided that the purchaser was entitled to the covenant; but in discussing the general principle he lays it down that it is a question of fact to be deduced from all the circumstances of the case whether the restrictive covenants subject to which the lots are offered for sale are such as are imposed by the vendor merely for his own benefit, or are meant by him and understood by the several purchasers to be for the common advantage of the several purchasers, and that the retaining of part of the property by the vendor himself, though an important element, is only one to be taken into account with the other circumstances in determining the intention, and that there may be other circumstances which may show that, notwithstanding the vendor retains part of the property, the intention was that each purchaser should be entitled to enforce the restrictive covenants against the vendor himself as well as against all other purchasers.

PRACTICE—FOREIGN CORPORATION—SERVICE OF WRIT ON FOREIGN CORPORATION—ORD. IX., R. 8 (ONT. RULE 268).

Badcock v. Cumberland Gap Park Company, (1893) 1 Ch. 362, is a practice case in which the service of a writ on a foreign corporation was in question. The defendants were a hotel company carrying on business in the United States. Many of the shareholders resided in England, and the company had an agent in London, in whose possession were certain books relating to shares, and the transfer of shares of the company; and it was his duty to keep a record of such transactions, and to countersign share