

RECENT ENGLISH DECISIONS.

contains, at p. 17, a *dictum* of Lord Penzance on the subject of statutory construction, which it may be worth while to note. Speaking of a proviso in the Imp. Prisons Act, 1877, to the effect "that nothing in this Act shall exempt a prisoner from payment of any costs or expenses in respect of his conveyance to prison, or otherwise which he would have been liable to pay if this Act had not passed,"—he says:—"I quite agree that provisoes are constantly inserted in Acts of Parliament to protect particular interests *ex majore cautela*, and that you must not always expect to find that if the proviso had not been there, an effect would have been produced contrary to or different from the effect that is produced by the proviso being there; in other words you must not always expect to find that the proviso was necessary."

The next case, *Lawrie v. Lees*, p. 19, involves several points, one of them (i) having reference to the interpretation of statutes. A certain Private Estate Act, relating to the estate of a certain lunatic, who was partner in a brewery business, provided that the Lord Chancellor might "from time to time" order or direct to be done, in relation to the said business and the affairs or concerns thereof, all and whatsoever the said lunatic, if of sound mind, might do. It was objected that the Lord Chancellor, instead of making a separate order upon every occasion when a public-house had to be let, in the carrying on of the business, had made a compendious order giving power to the committees to execute leases on behalf of the lunatic, whenever those leases were approved of by the other partners in the brewery, and whenever they have received the sanction of the master in lunacy. All the Lords who spoke in the case, held against such a construction. Lord Penzance said: "The words 'from time to time,' are words which are constantly introduced where it is intended to protect a person who is empowered to act from the risk of having completely discharged his duty when he has once acted, and therefore not being able

to act again in the same direction. The meaning of the words 'from time to time,' is that after he has made one order, he may make a fresh order to add something to it, or take something from it, or reverse it altogether: and as that meaning gives sufficient force to the words and explains the use of them here, it seems to me that your Lordships ought not to go further, and to narrow these words by any construction which would throw impediments in the way of carrying on the business, whereas the object of the Act was to facilitate it."

VENDOR AND PURCHASER—CONDITIONS OF SALE.

Another point, which arose in *Lawrie v. Lees*, was as to the proper mode of execution of a deed by committees on behalf of a lunatic, but the principal question was (ii.) the effect of the following condition of sale of a leasehold property: "The production of the last receipt for rent paid shall be taken as conclusive evidence of the due and satisfactory performance of the lessee's covenants, * * or the waiver of any breaches of same covenants up to the time of the completion of the purchase, whether the lessor shall be cognizant of such breaches (if any) or not." Specific performance of the contract for sale had been decreed, with a reference to enquire (1) whether a good title could be made, and if so. (2) when it was first shewn that such good title could be made. This was not appealed from, but on the Chief Clerk certifying that a good title had not been shewn, the vendor took out a summons to vary the certificate, when the present proceedings arose. The House of Lords held that whatever might be urged as to the inequitable character of the above condition as a reason why the Court should not decree specific performance of the contract, yet, specific performance having been decreed, and not appealed from, all that had to be done was to see that a good title was made under that contract and subject to its conditions. But Lord Penzance took occasion to observe, p. 31, that in what-