

of certain premises with an option to purchase the same. In pursuance of the agreement he entered into possession and subsequently in writing exercised the option. The defendant having refused to carry out the sale the action was brought for specific performance, and the defendant set up the Statute of Frauds as a defence. Lawrence, J., who tried the action, held that the taking possession of the property by the plaintiff amounted to a part performance of the contract which entitled him to prove all the terms of the parol agreement, and, this being done, he gave judgment for specific performance as prayed.

TRUSTEE—INTESTATE'S ESTATE CLEARED OF DEBTS AND ADMINISTRATION — POWER OF COURT TO APPOINT TRUSTEE TO ACT JOINTLY WITH ADMINISTRATRIX—TRUSTEE ACT 1893 (56-57 VICT. c. 53), s. 25 (1) (3)—R.S.O. c. 121, s. 4 (2) (4) )

*In re Ponder; Ponder v. Ponder* (1921), 2 Ch. 59. In this case an application was made to Sargant, J., to appoint a trustee to act jointly with an administratrix who had cleared the estate of debt and administration expenses, and in whose hands a balance remained for distribution. The learned Judge held that the administratrix had now become in effect a trustee of the balance and that the Court had power to appoint a trustee to act with her on her own application, and he made the appointment as asked.

VENDOR AND PURCHASER—BUILDING SOCIETY—MORTGAGES OF MEMBERS—CONTRACT TO SELL MORTGAGES TO ANOTHER BUILDING SOCIETY—DIRECTORS ACTING HONESTLY—ULTRA VIRES—SPECIFIC PERFORMANCE.

*Sun Permanent Benefit Building Society v. Western Suburban H.R. Building Society* (1921), 2 Ch. 83. This was an action to enforce the specific performance of a contract whereby the defendant society agreed to buy certain mortgages of members of the plaintiff society. The directors of the defendant society had acted honestly in entering into the contract, but claimed that in the event of the transaction proving unprofitable they might be held to have acted *ultra vires*; and that the contract was made