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Lean, 337.
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SPECIFIC PERFORMANCE.

entered into by the vendee, to convey the premises in question. The vendee, without waiting for the time appointed for payment of the purchase money, and without either fencing in the land or building thereon, tendered the amount of his purchase money and interest and demanded his deed, which being refused, he filed his bill for specific performance of the agreement to convey. The court refused relief and dismissed the bill with costs.

Allan v. Brown, 439.

5. The court will decree the specific performance of a contract for the manufacture and sale of saw-logs, where they are capable of being identified and possess a peculiar value for the purchaser.

Stevenson v. Clarke, 540.

S. P. Fuller v. Richmond, 657.

6. A party agreed to purchase for £200 a small piece of land, worth intrinsically not more than £7 10s., for the purpose of using it as a mill-pond, and in order to protect himself against suits at the instance of the owner; but owing to a dispute as to the metes and bounds of the land, no deed was ever executed until after the purchaser's mill was destroyed by fire, when the vendor tendered the deed, but the vendee not then requiring the use of the land, declined to complete the agreement. The court refused to enforce the contract, and dismissed the bill of the vendor, filed for that purpose, with costs. (*The Vice Chancellors dissenting.*)

Blackwood v. Paul [on Appeal], 550.

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TENANTS IN COMMON. 685

7. Where a party agrees to convey property, he is bound to do so free from dower; or, if the wife will not release her dower, then to convey subject thereto, with an abatement in the purchase money.

Kendrew v. Shewan, 578.

8. A vendor having agreed to sell a piece of land, afterwards conveyed the same to a third party, with notice, at an advanced price, alleging, as a reason for so doing, that he had been deceived in making the agreement. The court decreed a specific performance of the contract,—the statements in the answer having been contradicted by the person by whom the defendant swore he had been misled.

Devine v. Griffin, 603.

9. The court will not encourage speculative purchases; where, therefore, it was shewn that a purchaser had not the means of paying for the property contracted to be sold, and after several demands upon him to complete the purchase, the vendor sold to a third party with the knowledge of the original purchaser, who did not forbid the sale, and appeared to acquiesce in it; but afterwards, when, by reason of the construction of a railroad, the land had increased very much in value, filed a bill to obtain a specific performance of his contract, the court dismissed his bill with costs.

Langstaffe v. Mansfield, 607.

TENANTS IN COMMON.

One tenant in common will be restrained at the suit of a cotenant from digging earth for

IV. GRANT'S CH'Y.