the person claiming to be beneficially interested filed a bill for a conveyance to himself; under these circumstances the bill would have been dismissed, had not the defendant by his answer admitted that he was a trustee, and it appearing that the wife, who was not a party to the suit, and was living separate from her husband, was entitled to the beneficial inheritance, an enquiry was directed as to the cause of her separation, with a view of ascertaining how the court should direct the rents of the estate to be applied.

Phelan v. Fraser, 338.

3. Lands were held by one *Ford* as trustee for *Chandler*, who assigned, by a memorandum absolute in form, for a nominal consideration of 5*s*., but in reality by way of security to one *Codd*, the instrument declaring the trust; subsequently the agent of *Codd* wrote to *Ford*, stating that his writing had been assigned, and calling upon him to convey the property to *Codd*: *Ford* in compliance with such request executed a conveyance and transmitted it by post, without ever having called for the production of the assignment to *Codd*, who sold to a purchaser without notice. Upon a bill filed by *Chandler* against *Ford* and *Codd*, the court held that *Ford*, under the circumstances, had committed a clear breach of trust: that he was bound to make good the trust estate, and directed an enquiry as to the present value thereof, the amount of which, together with the costs of the suit, less what might be found due by *Chandler* to *Codd*, the defendants were ordered to pay; and that *Codd* was bound to reimburse *Ford* for any sum he might be compelled to pay under the decree. Chandler v. Ford, 607.

See also "Church Temporalities."
"Dormant Equities."
"Mortgage," 4.
"Solicitor and Client."
"Statute of Frauds."

UNPATENTED LANDS.

See "Mortgage," 11, 12.

VENDOR'S LIEN.

1. Land being conveyed in consideration of the vendee providing the vendor with maintenance, washing, &c., the vendor retains a lien for the consideration.

Paine v. Chapman, 338.

2. The owner of land agreed to sell the growing timber thereon, and by the terms of the agreement it was stipulated that the price should be paid by the purchaser's note, endorsed by a responsible party, renewable for half at its maturity, *the delivering of such note within ten days from the date thereof to be the completion of the consideration for said agreement*: *Held*, that this was only a mode of paying the purchase money, and was not substituted for it; and that upon failure of payment the vendor was entitled to an injunction to restrain the felling of timber or the removal of such as had been already cut down. Mitchell v. McGaffey, 361.

3. On a sale of land for £3000, the purchaser paid at the time of the execution of the conveyance £2750, and gave his promissory notes for the balance, payable in three and four years; afterwards he executed a mortgage to his father for the £2750 alleged to have been advanced by him to his son to effect the purchase. The purchaser died intestate without issue, and before the notes fell due the