

2. Where a person, falsely representing himself to be the agent for the owner of certain land, entered into a contract for the sale thereof, and received a deposit on account of the purchase money, but the vendee could not obtain a specific performance of the contract :

Held, that his remedy against the agent for the return of the deposit was at law, and that a bill for that purpose would not lie.

Graham v. Powell, 327.

3. On a purchase of land the vendee gave his promissory note payable in a year with interest, for part of the purchase money. The vendor died before the note became due, and administration was not taken out for eleven years. In a suit commenced a year afterwards by the administrator, it was held that, as the cause of action did not arise until there was some person to sue, interest was recoverable for the whole period from the date of the note.

Stevenson v. Hodder, 570.

4. On a sale of lands the purchaser gave his note for the balance of purchase money, and received a conveyance containing the usual covenants. There was a mortgage on the property at the time for a sum less than the amount of the note, and the purchaser claimed to set off against the note damages he had sustained by being unable to re-sell the land in consequence of the mortgage :

Held, not allowable.—*Id.*

See also "Practice," 1, 2.

"Railway Company, Purchase by."

"Specific Performance," 4.

VENDOR'S LIEN.

See "Railway Company, Purchase by."

"Ships."

VESTED INTEREST.

See "Infant Cestui Que Trust."

VOID BEQUEST.

Where property is bequeathed to executors on trusts which are too uncertain for execution, the executors are not beneficially entitled.

Davidson v. Boomer, 1.