a cheque as soon as I can," and "I will send some coin home as soon as ever I can." It was held by Stirling, J., that as to the £441 16*s.* 7*d.*, there had not been an acknowledgment sufficient to enable the court to infer an absolute promise to pay; and as to the cheque, it appeared that at the time of drawing it C. Bethell had not sufficient funds at his bank to meet it, and was negotiating a loan which he expected shortly to complete, and out of which the cheque would be paid. The loan was not completed, and the claimant was informed of the fact. The cheque remained undated, and was never presented, and it was held that the six years began to run when the letters was received stating that the contemplated loan would not be carried out, and that the claim was therefore barred.

SPECIFIC PERFORMANCE—POWER TO WITHDRAW—LAND INDEFINITE—LAND BELONGING TO ANOTHER—CONTRACT BY LETTERS.

*Wylson* v. *Dunn*, 34 Chy. D. 569, is the only case which remains to be noted. In this case Kekewich, J., had to consider several difficult questions arising out of the law regulating the specific performance of contracts. A proposal having been made that the two plaintiffs should buy a field of three acres, and that the defendant should then buy half an acre of it from them, one of the plaintiffs met the defendant on the field. The defendant wished to have a piece in one of the angles, and the plaintiff stepped so as to mark where a base line would cut off half an acre. Some days afterwards the same plaintiff wrote to the defendant asking her to let them have a letter agreeing to purchase the half-acre she had selected for £350, and, without expressly referring to this letter, the defendant wrote back stating that she was willing to take half an acre of the land as agreed upon for £350. The plaintiffs three months afterwards, on 4th November, obtained a contract with the owner for the purchase. On the 13th November the defendant threatened to withdraw, and on the 20th November her solicitors wrote that she did withdraw from the contract.

This action was brought to compel specific performance. As to the description of the half-acre, it was contended that it was uncertain; but Kekewich, J., was of opinion that the parties must be considered as having determined the exact piece of land to be taken, and that the exact location of the boundary was a mere question of measurement. He was also of opinion that the two letters together constituted a valid contract under the Statute of Frauds, and that the fact that the first letter was signed by only one of the plaintiffs was immaterial, because it was binding on the plaintiff who signed it, and it might be proved by parol that he was acting as agent for his co-plaintiff. He further held that, although on the ground of want of "mutuality" the defendant could have withdrawn from the contract at any time before the plaintiffs had actually purchased the property from their vendor, yet, that as soon as that contract had been concluded, the defendant's right of withdrawal on that ground was at an end: and that the doctrine of want of mutuality being a bar to specific performance does not apply to a contract, which to the knowledge of both parties, cannot be enforced by either, until the occurrence of a contingent event.

## SELECTIONS.

### *LIABILITY OF PULLMAN CAR COMPANY.*

In *Whitney* v. *Pullman Palace Car Co.*, Massachusetts Supreme Judicial Court, Jan. 6, 1887, the plaintiff, who had purchased a ticket to ride in a day parlour car of the Pullman Palace Car Company, had in her possession, and kept under her own personal control, a satchel containing valuables, and on reaching a station on the railroad on which the car was run, she, with her husband, left the car for a period of several minutes, leaving the satchel upon the window-sill in the car, from which it could be reached from the outside through an adjoining window, from which place it was stolen. *Held*, that the plaintiff was guilty of negligence in the care of her property, and