

effected, and the deeds were to be with bar of dower, but no power was given to the attorney to execute the deeds for either of the granting parties by express words, or to receive the money. The agent induced the defendant to become a purchaser of the whole for £2,500, making about five shillings sterling per acre, and about one-sixth of the lowest price set upon the lands by the owner by his private instructions to his agent; signed a contract for sale, which was not under seal, and subsequently executed a deed purporting to convey the land to the purchaser. The owner having become aware of the facts, filed a bill to have the deed delivered up to be cancelled, as forming a cloud upon his title. The court refused, the relief prayed, the rule being, that instruments void upon the face of them will not be ordered to be destroyed as forming a cloud upon the title; and under the circumstances dismissed the bill without costs, the purchaser having been guilty of great negligence and carelessness; accompanying such dismissal with a declaration of the reasons of the court for so decreeing. *Hurd v. Billington*, 145.

(REFERENCE AS TO.)

2. The contractors for the construction of a railway having entered into an agreement for the conveyance to them of certain lands for such railway, took possession of the land, erected a station-house, and made other improvements thereon in connection with the road; and disputes having arisen between the parties, the contractors filed a bill for specific performance of the agreement, and obtained a decree for

that relief: *Held*, that what had been done by the contractors did not amount to an acceptance of the title of the vendor, and that they were entitled to a reference to the Master as to title.

Jackson v. Jessup, 156.

TRADE.

1. It is a plain common law right to have the free use of the air in its natural unpolluted state, and an acquiescence in its being polluted for any period short of twenty years will not bar that right; to bar the right within a shorter period, there must be such encouragement or other act by the party afterwards complaining as to make it a fraud in him to object. *Radenhurst v. Coate*, 139.

2. A party had carried on the business of a soap and candle manufacturer for several years without any steps being taken to restrain him, after which a bill was filed for that purpose, on the ground of nuisance and inconvenience to the party complaining: the court, under the circumstances, refused a motion for an interlocutory injunction; but reserved the question of costs to the hearing. *Ib.*

TRUST—TRUSTEE AND CESTUI QUE TRUST.

1. The decree pronounced by the Court of Chancery in the cause of *The City of Toronto v. Bowes*, as reported *ante* volume IV., page 489, affirmed on appeal. [The Chief Justice and McLean, J., dissenting.]

Bowes v. The City of Toronto, 1. [Afterwards affirmed on appeal to the Privy Council.]

2. Property was conveyed to a trustee for the purpose of disappointing creditors, and afterwards

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