

first reporter of Irish decisions, of whom Wallace ("The Reporters," p. 229) says "he was one of those rarely found men to whom Heaven gives genius." Death robbed him of the Chief Justiceship of Ireland under James I., but could not rob him of the splendid fame accruing to him from his poem "On the Immortality of the Soul," written after he had gone to the Bar, and had become a busy member of Parliament. By the way, it would do none of us any harm to read that noble poem some of the long winter evenings. It is capable of restoring our faith in more than poetry.

ENGLISH CASES.

EDITORIAL REVIEW OF CURRENT ENGLISH DECISIONS.

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VENDOR AND PURCHASER--IDENTITY OF PARCELS--PAROL EVIDENCE-- STATUTE OF FRAUDS (29 CAR. 2, C. 3) S. 4.

In *Plant v. Bourne*, (1897) 2 Ch. 281 the question how far parol evidence is admissible to show the parcels referred to in a contract for the sale of lands, is discussed. By the contract in question Plant agreed to sell to Bourne "24 acres of freehold land at Totmonslow in the parish of Draycott . . . possession to be had on March 25th next. The vendor guaranteeing possession accordingly." The action was by the vendor for specific performance, and the purchaser pleaded that the contract was insufficient under the Statute of Frauds, s. 4. At the hearing the plaintiff proposed to prove that he was the owner of certain land in the parish of Draycott containing 24 acres more or less, and that on the morning of the day the contract was made the defendant, being well acquainted with the land and being desirous of purchasing it, had by appointment gone over it with the plaintiff. This evidence having been rejected by Byrne, J., the plaintiff appealed, and the Court of Appeal (Lindley, Lopes and Chitty, L.JJ.) held the evidence admissible.