

for completion on the 24th of May next, and that vendor's title should commence with a conveyance dated in 1865. The defendant refused to sign the contract or pay the deposit. Subsequently, the plaintiff's solicitors wrote to the defendant: "Kindly let us know whether we shall send abstract of title to you or to a solicitor for you. At the same time, perhaps, you will send us deposit. In order to define time for delivery of abstract and for completion, the contract sent you had better, perhaps, be signed, though the correspondence is a sufficient contract." Romer, J., under these circumstances, held that there was no contract between the parties, and that the letters amounted merely to negotiations. He considered the case governed by *Crossley v. Mycock*, 18 Eq. 180, and that it was distinguishable from *Gibbins v. Board of Management N.E.M.A. District*, 11 Beav. 1, as it did not appear in that case that the contract enclosed by the vendors embodied any other or additional terms. This case is now reported 8 R., Oct. 147.

MUNICIPAL CORPORATION—FUNDS OF CORPORATION—MISAPPLICATION OF FUNDS
—ULTRA VIRES—SUBSIDY TO COLLEGE—MAYOR'S SALARY, ADDITIONS TO.

Attorney-General v. Cardiff, (1894) 2 Ch. 337; 8 R. June 136, was a suit brought by the Attorney-General on the relation of certain ratepayers, claiming a declaration that certain expenditures authorized by the corporation of a municipality were *ultra vires* and illegal. By a special Act the corporation were empowered to contribute £10,000 towards the purchase of a site for a college, and a resolution was passed by the corporation that that sum should be paid on certain property being conveyed to the college authorities. The intended purchase remained in abeyance, and the college was carried on at other premises rented by the college council; and, subsequently, the municipal council passed a resolution authorizing the sum of £400, being the interest on the £10,000, to be added to the mayor's salary; this sum was then paid to the mayor, and by him handed over to the college council. The council also passed another resolution, authorizing the sum of £650 to be added to the mayor's salary, for the purpose of celebrating the marriage of the Duke of York. And the action was brought to test the validity of these two payments. The case was dealt with by Romer, J., as if the payments in question had been voted directly for the purpose for