

DIGEST OF ENGLISH LAW REPORTS.

SOLICITOR.—See PRIVILEGE.

SPECIFIC PERFORMANCE.

1. The plaintiff agreed to purchase, and the defendant to sell, certain real estate for \$24,000; and also that the furniture, which was worth about £2000, should be valued by valuers mutually agreed upon, and taken by the plaintiff at their valuation. The defendant refused to appoint a valuer, or to complete. *Held*, that the plaintiff was entitled to a decree for specific performance of the contract so far as it related to the real estate.—*Richardson v. Smith*, L. R. 5 Ch. 648.

2. A municipal corporation passed a resolution that it agreed to let to the plaintiff for three hundred years, certain land to be stumped out at the expense of the plaintiff, who should build a terrace as shown in a plan. A copy of the resolution was sent to the plaintiff, and he stumped out the land, entered into possession, built a terrace according to the plan, and paid the rent to the corporation for five years; at the end of that time they refused to give a lease. *Held*, that the agreement was made certain by the acts of the plaintiff in which the corporation had acquiesced and that he was entitled to specific performance.—*Crook v. Corporation of Seaford*, L. R. 10 Eq. 678.

See VENDOR AND PURCHASER.

STATUTE.

By 3 Geo. 4, c. 126, s. 32, persons going to or returning from "their usual place of religious worship" are exempted from all toll on turnpikes. A minister of the Primitive Methodist Connexion had assigned to him, by the persons having authority, the services at F. on three Sundays in a quarter, and at four other places on other Sundays. *Held*, that he was exempt from toll in going to and returning from F. on the three Sundays indicated.—*Smith v. Barnett*, L. R. 6 Q. B. 34.

See CONFLICT OF LAWS, 2; JURISDICTION.

SURETY.—See CONTRIBUTION.

TELEGRAPH.—See PRINCIPAL AND AGENT, 4.

TROVER.—See ESTOPPEL, 2.

TRUST.

L. H. by his will in 1845 gave to each of his son's three daughters the interest of £1000 Reduced Annuities; in 1847 he transferred £3200 Reduced Annuities, being all his property, into his son's name, without any declaration of trust, and in 1849 died, having lived for the last ten years of his life with his son, who was a man of property. *Held*, that as the transfer was made to a child, the presumption was that it was intended as an advance-

ment to him for his own benefit.—*Hepworth v. Hepworth*, L. R. 11 Eq. 10.

See CONFIDENTIAL RELATION; GIFT; POWER, 1, 2; PRINCIPAL AND AGENT, 3; SETTLEMENT, 3; WILL, 3.

ULTRA VIRES.

1. A railway company being about to apply to Parliament for an act to make a branch railway which was to pass through the plaintiff's land, agreed with him that, in the event of the bill being passed, they would purchase certain land of him for £2000, and pay him £2000 more for damages; and the plaintiff agreed that he would sell the land and would not oppose the passing of the bill. The bill passed, but the company did not take any of the plaintiff's land. *Held*, that the agreement was not *ultra vires*, being dependent on the passing of the act, therefore to be regarded as if made after it had been passed.—*Taylor v. Chichester and Midhurst Railway Co.*, L. R. 4 H. L. 628; s. c. L. R. 2 Ex. (Ex. Ch.) 356; 2 Am. Law Rev. 284; 4 H. & C. 409.

2. The deed of settlement of an insurance company empowered the directors "to do and execute all acts, deeds, and things necessary, or deemed by them proper or expedient for carrying on the concerns and business of the society, and to enforce, perform, and execute all acts and things in relation to the society, and to bind the society, as if the same were done by the express assent of the whole body of members thereof." *Held*, that this clause gave the power of borrowing.—*Gibbs and West's Case*, L. R. 10 Eq. 812.

3. The articles of a company gave the directors power to borrow, and as security to "pledge, mortgage, or charge the works, hereditaments, plant, property, and effects of the company." *Held*, that this gave them no power to mortgage future calls.—*In re Sankey Brook Coal Co.* (No. 2). L. R. 10 Eq. 381.

See COMPANY, 1.

USAGE.—See PRINCIPAL AND AGENT, 1.

VENDOR AND PURCHASER.

1. In a contract for the sale of a house, it was stipulated that the purchase should be completed on the 26th February; and if it should not then be completed, the purchaser should pay interest on the purchase-money until the completion. The vendor failed to show within the specified time a good title to a portion of the land. The purchaser's object (as he informed the vendor), was to occupy the house as a residence, and he required immediate possession. A month after the day fixed the purchaser made requisitions on the