even under *The Judicature Act* (under which some surprising things are done), we doubt whether any of our Courts could be found to say that it is either "just or convenient" to compel a boarding-house keeper, against her will, to keep boarders under her roof for an indefinite time.

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AMONG recent decisions of practical interest to the profession may be mentioned the deliverance of the Chancellor *In re Graydon & Hammill*, which was an application under the "Vendors and Purchasers' Act," in which an important point of real property law was decided, contrary, we believe, to what has been the common opinion current in the profession. The question was whether future accruing instalments of local improvement taxes are incumbrances which a vendor selling "free from incumbrances" is bound to remove. The late case of *Cumberland* v. *Kearns*, 17 Ont. App., 281, had established that where the vendor had himself joined in the petition for the improvements in respect of which the taxes were imposed, such taxes constituted an incumbrance within his covenant against incumbrances, which he was bound to remove. *Re Graydon & Hammill* carries the law a step further, and according to this case, even though the vendor has not in any way participated in the proceedings which have resulted in the imposition of the local improvement tax, it is nevertheless an incumbrance, which he. in ordinary course, is bound to pay or commute, unless he has, by his conditions of sale, protected himself from the liability. Sellers of city property, where local improvement by-laws are in force, will therefore have need to take warning and be careful to protect themselves by special conditions of sale, if they wish to escape liability to commute local improvement taxes on the property they may offer for sale.

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AN old and esteemed friend of THE CANADA LAW JOURNAL, and one for whose judgment we have the greatest respect, calls in question the justice of our remarks in a recent issue on the cases of *Robertson* v. *Grant* and *Hall* v. *Prittie*, and thinks that, after all, there may be no conflict between the two cases. He suggests that an element may have existed in *Robertson* v. *Grant* which was wanting in *Hall* v. *Prittie*, viz., that the letter in the former case may have directed payment out of a particular fund; whereas, in the latter case, the direction was simply to charge the payment to the creditor, without designating the fund out of which the order was to be satisfied. We are inclined to think the point may possibly be well taken. Unfortunately the case of *Robertson* v. *Grant* is very meagrely reported, and the exact words of the letter, which was there held to constitute an equitable assignment, are not stated. In order, if possible, to clear up the point, we have endeavored to see the original papers in that case, but find that the letter was merely produced as an exhibit, and was not filed; and on application to the solicitors who produced it, they were unable to find the papers in the case, and believe they have been destroyed. Our efforts were therefore unavailing. Whatever may have been the form of the letter in *Robertson*