

to those in *Jackson v. De Kadich*, the deposit being paid to the vendor's solicitors as stakeholders, and there being no provision in the contract as to the retention of the deposit in the event of any failure to complete by the purchaser. Mr. Justice Eve in the course of a comparatively short but clear judgment considered (adopting the view of Mr. Cyprian Williams in his work on Vendor and Purchaser, vol. 2, p. 1055, 2nd ed.) that there had in fact been rescission in *Howe v. Smith*, because the vendor before delivering his defence had resold the property under his absolute title, and in his defence he relied on the plaintiff's delay as justifying the rescission, and the case was therefore one in which the vendor was held entitled to rescind the contract and at the same time to retain the deposit. The learned judge accordingly declared that the deposit was forfeited to the plaintiff, the vendor. The balance of authority therefore is distinctly in favour of the proposition that, whether the deposit is paid direct to the vendor, or to a third party as stakeholder, the vendor who obtains rescission owing to default in completion by the purchaser is entitled to the deposit in the absence of any express stipulation to the contrary in the contract. It is noticeable that neither in *Jackson v. De Kadich* nor in *Hall v. Burnell* did anyone appear for the purchaser.—*Law Times*.

EJUSDEM GENERIS.

A magistrate at Hull (England) gave an important decision on the 29th December last relating to the construction of sec. 7 of the Conspiracy and Protection of Property Act, 1875. That section provides that an offence under the Act is committed by "every person who, with a view to compel any other person to abstain from doing or to do any act which such other person has a legal right to do or abstain from doing, and without legal authority—(3) hides any tools, clothes, or other property owned or used by such other person, or deprives him of or hinders him in the use thereof . . ." A charge was pre-