

is the more remarkable by reason of the calm, good-natured manner in which it was accomplished—no riot and no bloodshed. This is surely indicative of a people of a strong, steady, peace-loving character, as well as of great intelligence, perhaps born of the persecution they have endured, and which augurs well for their future national life.

#### FORFEITURE UNDER CONTRACTS FOR SALE OF LANDS.

This subject is constantly arising and is constantly giving trouble. The purpose of this article is to again discuss it, and the excuse for doing so is the appearance of some recent decisions in the House of Lords and Privy Council.

The point usually arises where the purchaser having agreed to buy lands and having paid some of his purchase money fails to pay the rest and the vendor tries to keep what money he has received, and also to retain or resell the land. The problem of course, assumes innumerable forms, according to the circumstances of each case, and the terms of each particular contract, but perhaps a consideration of some elementary propositions of law may help us to deduce a few working principles.

The first point to consider is the interest which the purchaser takes under an agreement to sell to him. This has been variously stated:

1. There is of course the contractual right entitling him at law to sue for damages if he has done his part and the vendor has defaulted. This is purely a right *in personam* and before the fusion of the Courts, he might have brought his action in the Common Law Courts.

2. There is the right to sue in Chancery for specific performance. This too is a right *in personam* but the Chancellor could have put the vendor in gaol if he did not obey the Court's decree and convey to the purchaser. Thus the purchaser got the land but by a proceeding which made not so much a claim to an estate in the land as a demand that the vendor should convey to him or be guilty of a contempt of Court.