

it was claimed they were the beneficial owners. The shares in question at the date of the commencement of the winding up had stood in the name of one Sparke, he contracted to sell them pending the winding-up proceedings to a firm of Massey & Griffin, and they nominated one Littlejohn, a clerk in their office and then an infant as transferee; and with the assent of the liquidator the transfer was made to him in April, 1894, and in May, 1894, Littlejohn, with the assent of the liquidator transferred the shares to one Davies, also an infant, and a clerk in the office of Massey & Griffin. In 1896 the liquidator became aware that Davies was an infant, and in March, 1906, calls upon the shares having been made and not paid, the present application to place Massey & Griffin on the list of contributories in respect of the shares so transferred to Davies was launched: Parker, J., held that there being no contractual relationship between Massey & Griffin and the company, they could not be placed on the list; and he also thought that if the liquidator had any equitable right against Littlejohn it had been lost by delay, and he doubted whether he had any right against Littlejohn, as he also was an infant. No application was made as against Sparke, and if it were, the learned judge would not say that it would be successful.

VENDOR AND PURCHASER—SPECIFIC PERFORMANCE—JUDGMENT—
REPUDIATION OF CONTRACT AFTER JUDGMENT—EVIDENCE OF
TITLE—INTEREST—COSTS.

Halkett v. Dudley (1907) 1 Ch. 590 was an action for specific performance by a vendor in which judgment had been pronounced on 14th January, 1905, directing the usual reference as to title. While the title was being investigated before the Master the defendant applied to be allowed to be discharged from the purchase on the ground that at the date of the contract and at the date of the judgment the plaintiff had not a good title. The Master found that a good title had been made, and that it was first shewn in his office on the 8th December, 1905, when a contract for the release of certain restrictive covenants affecting the property was obtained. The defendant also claimed that the vendor was bound to produce, or procure a covenant to produce, a document of title which was of record in Scotland. With regard to the latter point Parker, J., held that it was not necessary to produce or procure a covenant for the production of the document in question, but that the vendor was bound to give secondary evidence of its contents; and as regarded the right to repudiate