

mortgagees. Farwell, J., held that the defendants, having a legal title to the shares, had an implied power of sale after a reasonable time, and that a reasonable time for payment had been given before the sale in question took place. The defendants, having originally set up by their defence that they were absolutely entitled to the shares, were ordered to pay the costs down to the time they abandoned that defence, the other costs of the action the plaintiff was ordered to pay.

BUILDING SOCIETY—INFANT—MORTGAGE BY INFANT TO SECURE LOAN TO PURCHASE PROPERTY—REPUDIATION.

Thurston v. Nottingham Perm. Building Society (1901) 1 Ch. 88, was an action brought by the plaintiff to set aside a mortgage made by her to the defendants on the ground that she was an infant when she made it, and that under the Infants' Relief Act, 1874 (37 & 38 Vict., c. 42), it was void. It appeared that the plaintiff had applied to the defendants to borrow money to purchase land and to complete certain buildings on it. The application was granted, the money lent, the land purchased and the mortgage in question given to the defendants to secure their advance. Joyce, J., (his first appearance, by the way, in the reports as a judge) held that even if the plaintiff was not enabled by the Building Societies Act to make the mortgage, a point which he did not determine, it was nevertheless clear that the purchase of the land and the giving of the mortgage was all one transaction, and it was impossible for her to retain the land free from the defendants' charge thereon for the purchase money therefor advanced by them, and he dismissed the action, giving the defendants leave to add their costs to their security.

VENDOR AND PURCHASER—CONDITIONS OF SALE—MISTAKE IN CONDITIONS VERBALLY CORRECTED BY AUCTIONEER—COMPENSATION—SPECIFIC PERFORMANCE.

In re Hare & O'More (1901) 1 Ch. 93, was an application under the Vendors' and Purchasers' Act. Two parcels each consisting of several houses were offered for sale. The houses in parcel A being described as similar to those in parcel B. The purchaser inspected a house in parcel B, and subsequently attended the sale and purchased parcel A, on the faith as he said of the description that they were similar to those in parcel B, whereas it turned out