the nature of the consideration must appear in the contract filed, and not merely by reference therein to some other document which is not filed, e.g. a statement that the consideration is the sale to the company of property the general nature of which did not appear on the face of the contract was declared to be insufficient.

VENDOR AND PURCHASER—TITLE—PRACTICE—VENDORS' AND PURCHASERS' ACT, 1894 (37 & 38 VICT., c. 78), s. 9 (R.S.O. c. 134, s. 4)—FORM OF CONVEYANCE—COVENANTS.

In re Wallis & Barnard's Contract (1899) 2 Ch. 515, was an application under the Vendors' and Purchasers' Act, 1873 (see R.S.O. c. 134, s. 4), in which Kekewich, J., discusses the proper practice to be pursued under the Act. In his opinion, it is not proper to ask the court to decide generally whether a title is good or bad, but merely to present some particular question arising on the title for the decision of the court, and it is quite obvious that if it were otherwise, the court would practically be turned into a Master's office, and he holds that applications asking a declaration that a vendor has shewn a good title, or has not shewn a good title, are unwarranted by the Act. Such declarations, he considers, can only be properly made in specific performance actions. The present application, he held, was properly framed in that it simply asked the court to decide whether or not the purchaser was entitled to a particular covenant. The contract expressly stated that the land was sold subject to a certain restrictive covenant, but it did not refer to another restrictive covenant to which the land was also subject, and which the vendor now claimed that the purchaser had notice that the land was subject to; but Kekewich, J., held that even if he had, he was entitled to a conveyance in accordance with the terms of his contract, and subject only to the restrictive covenant therein mentioned.

COMPANY—ACTION AGAINST DIRECTOR—DIRECTORS' LIABILITY ACT, 1890 (53 & 54 VICT., c. 64), s. 3—(R.S.O. c. 216, s. 4.)

In *Thomson* v. *Clanmorris* (1899) 2 Ch. 523, it became necessary to determine whether an action against a director to recover compensation for loss occasioned by misrepresentation in a prospectus, brought under the Directors' Liability Act, 1890 (53 & 54 Vict., c. 64), s. 3, (R.S.O. c. 216, s. 4), was "an action for penalties or