

RECENT ENGLISH DECISIONS.

description shall annul the sale; nor shall any compensation be allowed in respect thereof." The conditions also provided for the delivery of objections by the purchaser to the title, "or on the particulars or conditions of sale" within a limited time, and further provided that "7. If any purchaser shall insist on any objection or requisition which the respective vendors shall be unable, or on the ground of expense, or otherwise unwilling to answer, comply with, or remove, the vendors may at any time, and notwithstanding any intermediate or pending negotiations, proceedings or litigation, annul the sale." The abstract having been delivered, the purchaser by his requisition objected that the parcel in question contained, as was the fact, only 1 a. 1 r. 37 p., and claimed compensation for the deficiency. The misstatement in the acreage had been innocently made, the vendor refused compensation, but offered to annul the sale. The purchaser refused to withdraw his requisition or to consent to a rescission of the contract, and thereupon the vendor gave notice of annulment of the sale pursuant to the seventh condition. The purchaser then took proceedings under the Vendors and Purchasers Act to compel specific performance with compensation. Bacon, V. C., was of opinion that the vendor could not annul the sale; but the Court of Appeal arrived at the opposite conclusion, it being clear that though the vendor could not have specifically enforced the contract, except on the terms of giving compensation for the defect, yet where the purchaser himself was seeking specific performance the Court would not, under the conditions of sale, order the vendor to make compensation for the deficiency. The judgments of the Master of the Rolls and Lindley, J., are noteworthy for the vigorous protest they contain against the idea that the same contract can be differently construed in a Court of Law and in a Court of Equity.

SOLICITOR—TAXATION—THIRD PARTY LIABLE TO PAY.

In re Allingham, 32 Chy. D. 36, the Court of Appeal held that a trustee, on bankruptcy of a mortgagor, is entitled to an order to tax the bill of costs of the solicitor of the mortgagee incurred in selling the mortgaged premises under a power of sale.

LUNATIC—MAINTENANCE.

The Court of Appeal, *In re Tuer*, 32 Chy. D. 39, decided that the Chancery Division in giving directions for the maintenance of persons of unsound mind not so found, has power to direct capital as well as income to be applied for that purpose.

COMPANY—VOLUNTARY WINDING UP—INJUNCTION.

In *Gooch v. London Banking Association*, 32 Chy. D. 41, an injunction was granted by Pearson, J., on the application of a lessor of a company in voluntary liquidation, to restrain the distribution of the assets of the company among its shareholders, without first setting aside sufficient assets to provide for the payment of future accruing rent and other liabilities under the lease; and an appeal from this decision was compromised.

MORTGAGOR—MORTGAGEE—RECEIPT OF RENTS AND PROFITS.

Noyes v. Pollock, 32 Chy. D. 53, was a mortgage action. An agent of the mortgagor received the rents of the mortgaged property for him and applied them in payment of the interest to the mortgagees. The mortgagees wrote to this agent enclosing notices to the tenants to pay the rents to them, which the agent was instructed to serve on them if the mortgagor should attempt to interfere. The agent replied, promising to pay the rents to the mortgagees and not to the mortgagor, which he did, and the notices were not served on the tenants. Pearson, J., held that on this state of facts the mortgagees were chargeable as mortgagees in possession, but on appeal this decision was reversed. In the same case another point was determined. A married woman having an interest in certain property joined with her husband in mortgaging it along with other property of his own. Afterwards the latter property was sold by the husband, the mortgagees joining, and the purchase money was applied partly in reduction of the mortgage debt, and the balance was paid to the husband, the wife acquiescing though not joining in the transaction. The Court of Appeal (affirming Pearson, J.) held, under these circumstances, the wife had no equity to charge the mortgagees with the moneys paid to her husband.