

was put up for sale as "a messuage, situate in T. Street, with the builder's yard, stables, and premises, as lately in the occupation of Fawcett, and containing 1,372 square yards." There was a condition that errors of description should not annul the sale, but if pointed out before the completion, compensation should be allowed. The property had originally contained 1,372 yards, but Fawcett, the owner, had sold off in 1870, 339 square yards, so that the property contained only 1,033 square yards, which was separated by a wall from the 339 yards, and were fenced round and well defined. On this point too the Court of Appeal agreed with North, J., that the purchaser had got substantially what he contracted for, and though the deficiency in quantity was considerable, yet that it did not take the case out of the condition, and that the purchaser was bound to complete with compensation. The following rule laid down by Tindal, C.J., in *Flight v. Booth*, 1 Bing. N.C. 370, 377, was approved: "That when the misdescription, although not proceeding from fraud, is in a material and substantial point, so far affecting the subject-matter of the contract that it may reasonably be supposed that, but for such misdescription, the purchaser might never have entered into the contract at all, in such cases the contract is avoided altogether and the purchaser is not bound to resort to the clause of compensation."

COMPANY—IRREGULAR MEETING OF DIRECTORS—INVALID ALLOTMENT OF STOCK.

*In re Portuguese Consolidated Copper Mines*, 42 Chy.D. 160, was an application by one Steele, an allottee of shares of a company, to cancel the allotment and remove his name from the list of shareholders. The company had a Board of four directors. A meeting of the Board was called without due notice to all four directors, and only two in fact attended, who voted themselves a quorum, and proceeded to allot 100 shares to Steele, who had applied for them, and gave him notice of the allotment the same day, and they then adjourned the meeting to the next day. The next day the meeting was further adjourned to the following day; in the meantime Steele gave notice that he withdrew his application. The next day three directors were present at the adjourned meeting, and the fourth in writing approved of the previous resolution as to a quorum, and the meeting confirmed the allotments made at the prior meeting. But it was held by the Court of Appeal (Lord Esher, M.R., and Cotton and Fry, L.JJ.) that the first meeting of the directors was irregular for want of due notice to all the directors, and that the allotment of stock made at it was invalid, and could not be confirmed at the subsequent meeting, after the allottee had withdrawn his application.

SOLICITOR—LIEN—PROPERTY RECOVERED—COMPROMISE OF ACTION—PAYMENT TO CLIENT AFTER NOTICE OF LIEN.

*Ross v. Buxton*, 42 Chy.D. 190, is an instructive case on the subject of the nature and extent of a solicitor's lien on the proceeds of an action. In this case the defendant paid into court £50 in satisfaction of the plaintiff's claim for damages. Before trial an agreement was entered into between the defendant and his solicitors on the one side, and the plaintiff without his solicitor on the other;