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PRINCIPAL MATTERS.

ABATEMENT.

(IN PURCHASE MONEY.)

A sale having been advertised of property held by a building society in security: in describing it, it was, among other things, stated that it rented for £72, and that forty acres of it were a dense forest of pine—in reality it rented for £50 only, and the pinery had no existence at all. The purchaser having discovered this error, filed a bill to compel specific performance of the contract, with an abatement of the price. The society offered to perform the contract without compensation, but this the purchaser declined to accept. The Court, at the hearing, dismissed the bill, but without costs.

Osborne v. The Farmers' and Mechanics' Building Society, 326.

ACCOMMODATION ACCEPTOR.

The holder of certain accommodation drafts, after having obtained judgment, and execution against the payee thereof, was paid the amount of them by the accommodation acceptor, and thereupon expressed his intention of directing the sheriff to credit that sum on the execution in his hands, the amount of which he had made by sale under execution of the goods of the payee, for whose accommodation the bills had been negotiated. The acceptor hearing of this, gave the sheriff

notice of his claim, and filed a bill to compel the payment of the amount which he had advanced. *Held*, that as surety the acceptor had a right to receive the amount of his claim out of the proceeds of the execution, to the exclusion of the subsequent execution creditors.

Rigney v. VanZandt, 494.

ADMINISTRATOR.

The administrator of an estate purchased from government in his own name and with his own funds, land in which the intestate as occupant had a preëemptive right, at the same price as had been agreed to sell to the intestate; but being administrator, the government did not require him to pay in the value of improvements made by the intestate: *Held*, that he was a trustee for the heir-at-law of the intestate, and under the circumstances could not purchase for his own benefit.

Foster v. McKinnon, 510.

AGENT.

It is not necessary that the seal of a building society should be affixed to an authority to its agent to sell: the entry in the books of the society is sufficient for that purpose.

Osborne v. The Farmers' and Mechanics' Building Society, 326.

AWARD.

Although the general principle is