part of his intestate's assets being in India, he sent out a power of attorney to F. & Co., a firm there, who procured letters of administration to be granted to them there for the use and benefit of the plaintiff, received the Indian assets, paid the Indian debts, and remitted the surplus to their agents in England. The Irish letters having been duly sealed in England, the Court of Appeal held that the said agents were bound to hand over the fund to the plaintiff, and could not require the concurrence of the next of kin, since the latter had not taken any proceedings to prevent the plaintiff from receiving the assets. Jessel, M. R., said: "Assets collected by the agent of a trustee have often been intercepted in the agent's hands by the *cestuis que trust*, but if they take no steps for that purpose the agent is safe in paying the trustee. So here, because F. & Co. might be sued by the next of kin, it does not follow that they cannot, when they have not been sued, hand over the money to the plaintiff. The two propositions are not correlative;" and the money in question being admittedly an ascertained surplus, the principal administrator was held entitled, as is generally the case, to call on the limited administrators to pay it over. Moreover, though the defendants, the limited administrators had acted under advice, yet as they had chosen to raise technical objections as to so small a sum, they were ordered to pay costs.

CONSTRUCTION OF DEEDS—COVENANTS.

Of the next case, *Dawes* v *Tredwell*, p. 354, it seems only necessary to say that it is one on the construction of deeds, decided on the principle that where the operative part of deed is clear, a recital cannot control it, and that it illustrates the rule that "where you have such words as 'it is hereby agreed and declared between and by the parties to these presents,' that some one will do an act or make a payment, and that some one is a party to the deed, it is a covenant by him with the others, not a covenant by all of them;" (per Jessel, M. R.) And so a husband having thus covenanted in a marriage settlement to do all things necessary to bring after-acquired property of the wife into settlement, it was held this covenant by him could not be held to relate to property over which he had no power and in which he had no interest, and that the wife, therefore, was not bound to bring into settlement property given to her separate use.

SPECIFIC PERFORMANCE—DOUBTFUL TITLE.

We can now proceed to *Palmer* v. *Locke*, p. 381, which was an action by the vendor for specific performance of a contract for the sale of a certain residuary personal estate, which had been paid into Court. The vendor failed to comply with a requisition by the purchaser for particulars as to a certain stop order obtained by one E. and for the discharge of E's interest by the vendor, saying that he did not know the required particulars and that his deed over-rode E.'s incumbrance. But the Court of Appeal refused to force the title on the purchaser on the general doctrine "as laid down by a long series of decisions of Judges of the greatest eminence," determined before, but explained in *Pyrke* v. *Waddingham*, 10 Ha. 1, that: "When the Court finds, according to the principles explained in that case, that there is a question open to doubts of the kind there mentioned, and that a title ought to be forced upon the purchaser, it is neither necessary, nor generally convenient or desirable that the Court, whatever may be the opinion it has formed upon the question, and on the materials presented in a suit for specific performance, should think that that should conclude all questions as against persons who are not before it;" (per Lord Selborne, L.C.) Therefore the Court held it was enough to consider whether there were not serious grounds for doubting that the title of E.'s mortgage ought to be considered to be a thing in which the purchaser had no concern, and in the opinion of the Court there were such serious grounds.