

intended buying additional portions thereof, and that he expected the property would fetch about £70 or £80 an acre, and that he was prepared to go as high as £100 per acre for that portion which he intended to buy. It was shewn that by an arrangement between the owner of the estate and this person it was agreed that he should have the lots desired by him, at the same price as he had paid for his first purchase, no matter at what price they might be knocked down to him; and they were accordingly bid off by him at a rate much higher than that formerly paid by him. *Held*, that this was not *puffing*, although it might have the effect of misleading the intending purchaser, who swore that he had reliance on the opinion of this party: but as he did not swear that he had been influenced by the example of this person or the information thus given by him, the court decreed a specific performance of the contract for the purchase of certain portions of the estate bid off by him at the auction.

Crooks v. Davis, 317.

6. By the advertisement of an intended sale of land in lots, it was stated "The soil is well adapted for gardening purposes, and a considerable portion of the property is covered with a fine growth of pine and oak, which will yield a large quantity of cordwood, and the remainder is covered with an ornamental second growth of evergreen, and various other kinds of trees." A purchaser at the sale which took place upon the property, set up as a defence to a suit for specific performance, that the soil was not such as was represented, and was unfit for garden-

ing purposes, and that the trees upon the property were not of the description set forth in the advertisement. *Held*, that these representations, having been made in respect of matters which were objects of sense, and as to which an intending purchaser ought in prudence to have examined for himself, formed no ground for relieving the purchaser from the contract. *Ib.*

7. A paper used at the sale by auction of certain lands, contained the conditions of sale, and the numbers of the lots bid off by the several purchasers, upon which their names were written in pencil opposite the lots purchased, and afterwards covered over with ink by the auctioneer's clerk, it having been announced before the sale that he would sign for the several purchasers. *Held*, that this was a sufficient signing of the contract within the meaning of the Statute of Frauds. *Ib.*

8. A decree for specific performance will be made against a tenant in tail.

Graham v. Graham, 372.

9. A joint tenant in tail executed articles of agreement for a division of the property; and each went into possession, and for thirty-six years continued to enjoy the portion allotted to him, when a bill was filed to enforce the agreement. *Held*, that the defendant could not set up as a defence to such bill, that the plaintiff had by possession acquired a perfect title at law. *Ib.*

10. A lease was made of certain premises, with a right of purchase, at a price fixed on between the parties; being such a sum as the rent reserved would form the in-