

The public does not appear apt to think of, much less to provide for, future contingencies. It is more than likely that persons unassisted by a legal adviser will leave uncertain, beside more obvious points, what is to happen in the event of the illness or absence abroad of one of the parties, or what they precisely mean by providing that a notice is to be served at the place of abode or business of a person who has more than one mansion, or place of business, and, possibly, some in England and others elsewhere. They would hardly think of refreshing their memory or revising their views by an attentive perusal of the extensive manners of service sanctioned by the Legislature—in, for example, the Conveyancing Act, or the Companies Acts—or recognise that, by taking such enactments as a precedent, they have not only authority in their favour, but a form the practice under which is well known in solicitors' offices, and may also have had judicial explanation.—*Law Times*.

THE CONVEYANCER.

Can a Vendor Obtaining Rescission Retain the Deposit?

There is now a conflict of authority as to whether a vendor of land is entitled at the same time to rescission of the contract and to the deposit, in the absence of any express stipulation to the contrary in the contract. *Howe v. Smith*, 50 L.T. Rep. 573, 27 Ch. Div. 89, C.A., certainly seems to be an authority for the proposition that the deposit, although to be taken as part payment if the contract is completed, is also a guarantee for the performance of the contract, and that, if a purchaser fails to perform his contract within a reasonable time, he has no right to a return of the deposit. In that case the deposit was paid to the vendor. The action was by the purchaser for specific performance, and before the defence was delivered the vendor resold the property—apparently an absolute owner and not under the clause in the contract which authorised him to resell if the purchaser failed to comply with the agreement—and in his