

*Held*, to be well executed, the guardian being one of the attesting witnesses.

**V.C.S.** HOUGHTON v. LEES. Dec. 9.

*Specific performance—Compromise—Consideration.*

A., by his will made a distribution of his property amongst his children, which some of them considered would lead to litigation, as he was only tenant for life of part, with remainder to B, his son; and during A's lifetime, with his approbation, an agreement was entered into between B and the other children, by which B agreed to convey the property of which he was tenant for life to the devisees named in the will. It appeared that the consideration to B was very small in amount.

*Held*, that this was an agreement of which the Court would decree specific performance, and that the smallness of the consideration did not vitiate the agreement, it being a compromise between members of a family.

**L.J.** SOUTH WALES RAILWAY COMPANY v. WYTHES. Dec. 12.

*Contract for railway works—Specific performance—Part performance.*

The defendant contracted to make a railway according to a specification to be prepared by the Engineer of the railway company for the time being, the details of the arrangement in case of difference to be determined by a referee; and to execute a bond to secure the performance of the contract. Specific performance refused of the substance of the agreement the entire contract not being such as would be decreed to be performed by a Court of Equity; and the like of the execution of the bond as being merely incidental to it. A Demurrer to the whole bill allowed.

**V.C.W.** TEE v. FERRIS. Dec. 13

*Pleading—Inquiry.*

An admission by a defendant, upon his answer, of an allegation in the bill that such defendant claims to be heir-at-law, is not such evidence of his heirship as to prevent the necessity of an enquiry, the admission not being binding upon co-defendants.

**V.C.K.** IN RE BAILEY'S SETTLEMENT. Dec. 14.

*Scandal—Motion after order.*

Where there is scandal in affidavits filed on the hearing of a petition, and a motion is made (after an order on such petition) to ex parte such affidavits as scandalous, the Court will not grant the motion, but on consideration of the scandal refuses it without costs.

**V.C.K.** MARTIN v. FOSTER. Dec. 15.

*Settlement on married woman.*

A, being entitled to a share of a fund, marries without application to the Court, but with the consent of the Trustees and of her mother, and on becoming entitled to her share, petitions for payment out, proposing a settlement of less than half, the residue to be repaid to the husband. Upon a private interview with the lady, the whole stock ordered to be settled, and a small sum of cash only paid to the husband.

**V.C.S.** ANDREWS v. MORCAR. Dec. 21.

*Costs.*

The Court does not deal with the question of costs where it does not adjudicate upon the subject matter of the suit; there-

fore, where, upon a motion for an injunction to restrain a partner from dealing with the partnership assets, it was referred to arbitrators to take the accounts, (that being the only question at issue) and the result was that a certain sum was due to the plaintiff.

*Held*, that the Court, knowing nothing of the merits of the case, would make no order against the defendant in respect of the costs of the arbitration and award.

**V.C.S.** ALEXANDER v. HAMMOND. Dec. 21.

*Agreement—Lien—Legal and equitable right—Want of equity.*

By an agreement between A and B, A agreed to exert himself to prove that B was entitled to certain property in India, for which A was to have half the value of what might be recovered. A succeeded in recovering a certain amount, which was sent home to the correspondents, in London, of a firm in Calcutta, who acted for A in the matter. Upon demurrer to a bill to declare A's right to half the amount under the agreement,

*Held*, that A had no lien on the fund, and that his right, if any, was purely legal, and not equitable.

**V.C.W.** CRACE v. CRACE. Dec. 21.

*Practice—Married woman—Next friend.*

A copying clerk to a Solicitor, at a salary of £1 a week, and living in lodgings, continued on the record as next friend to a married woman; the defendant, who sought to remove him on the ground of his inability to answer the costs of the suit, having taken no steps for more than six months after he became acquainted with his position, and it appearing that the costs ordered to be paid by such next friend had been paid, though not without delay.

**L.J.** HERTZ v. THE UNION BANK OF LONDON. Dec. 21.

*Ancient lights—Injunction.*

The Court of Chancery will not, unless in a very clear case, interfere by a perpetual injunction to restrain the erection of buildings alleged to obstruct ancient lights, without the previous decision of a Jury.

## CORRESPONDENCE.

*To the Editor of the "Law Journal."*

Sir,

Will you be kind enough to propose the following questions in the next number of your Journal. If you have time to give answers to them in the same journal, so much the better; but if not, perhaps some of your correspondents will be so obliging as to give them an answer.

(a) DIVISION COURT.—*Splitting of Suits—Estoppel—Costs.*

A. B. sues C. D. for conversion of a stove, value £5. The evidence is that the stove, without the trimmings, is worth £2 10s. C. D. objects that the particulars of the plaintiff's demand do not include the trimmings. The Judge sustains the objection, and gives judgment for the value of the stove, £1 10s.

A. B. then sues C. D. for conversion of the trimmings, value £2 10s.

Can C. D. plead the first suit in estoppel?

If not, can the Judge give the defendant the costs of the second suit, though he gives judgment in favour of the plaintiff for the £2 10s. secondly claimed?

(b) E. F. sues G. H. on his note of hand; G. H. at the same time owing E. F. £5 on a book debt.