out he paid the claims against the client, amounting in all to about £90. Afterpards the solicitor demanded from the client £245, and subsequently £300 as the price at which the client would be allowed to redeem; and this not having been complied with, the solicitor sold to a third party for £125 over and above the mortgage, but the purchaser had notice of the claim of the client. Upon a bill filed for that purpose, the court declared the acts of the solicitor a plain breach of trust: that the client was entitled to redeem upon payment of what was actually expended on his behalf: that the purchaser of the mortgage was, under all the circumstances, entitled to hold the land only for what he had actually paid and interest; the excess of which, over and above the amount expended for the client, the solicitor was ordered to pay, together with the costs of the suit to the hearing.

McCann v. Dempsey, 192.

SPECIFIC PERFORMANCE.

1. A purchaser, when informed that the property, the subject of his purchase, has been resold, may, although his contract is not ripe for execution, institute a suit to recover possession; still it would seem that in such a case all that is necessary for him to do is to notify the second incumbrancer that he intends to insist upon his rights, and that he is only waiting until the proper time arrives to institute proceedings for that purpose.

Towers v. Christie, 159.

2. Where a purchaser, in consequence of the property, the subject of his purchase, having been resold, led a bill to enforce specific performance, before his contract was ripe for execution, the court, on that ground, dismissed the bill without costs, prefacing the order of such dismissal with a declaration of the rights of the parties. *Ib.*

3. The owner of the west half of a lot of land, supposing himself to be the owner of the *east* half, and not the *west* half, entered into a contract with the owner of other lands to exchange for these the east half, and the east half was conveyed accordingly. He filed a bill to compel the other party to the agreement to accept a conveyance of the west half, and specifically perform the contract entered into between them by conveying the lands agreed to be given for the east half, alleging mistake in the insertion of "east" instead of "west" and it appeared that the two halves were of about equal value, and that the defendant had no personal knowledge of either; but as the contract was for the east half, and the mistake was that of the plaintiff alone, the court held that the west half could not be substituted for the east half, and refused the relief asked.

Cottingham v. Boulton, 186.

4. The decree made by the Court of Chancery in the suit of *Arnold v. McLean* (reported *ante* volume IV., page 327) reversed, and the bill in the court below dismissed with costs. [The Vice-Chancellors dissenting.]

McLean v. Arnold, 242.

5. A sale of lands by auction being about to take place, an intending purchaser in conversation with a person who had previously purchased a portion of the same property, was told by him that he