Solicitor.—See *Attorney and Client.*

Specific Performance.—1. Defendant agreed to purchase the lease of a house, "subject to the approval of the title by his solicitor. *Held*, that disapproval of the title, on reasonable grounds and in good faith, by the purchaser's solicitor, released the purchaser from the obligation to specific performance. The stipulation is different from that implied in a usual contract to purchase, that the vendor shall make a good title.—*Hudson* v. *Buck*, 7 Ch. D. 683.

2. Plaintiff made a tender for the lease of a farm at £500 rental, mentioning the farm by name, and two different lots, which he meant to include in it, which amounted in all to about 250 acres. Defendant's agent did not look to see what lots were specified in the plaintiff's offer, but took it for granted that they were the same as those specified in another offer from one A., which he had just before opened, that being an offer for said farm, excluding one of said lots and thus containing about 235 acres. The agent also said that he intended to let the said farm as containing 214 acres only, that being the quantity it contained, excluding the two additional lots; and he offered to grant a lease of 214 acres at £500 rent, the other two lots having been already let to other parties. *Held*, that a lease for 214 acres should be granted at a rent reduced from £500, in the proportion of 214 to 235.—*McKenzie* v. *Hesketh*, 7 Ch. D. 675.

Trust.—1. A testatrix left her property to her sister, and attached to it a precatory trust that the latter should leave it to K's "children, John, Sophia and Mary Ann." *Held*, that, in executing the trust, the sister could limit the shares of the daughters to their separate use.—*Willis* v. *Kymer*, 7 Ch. D. 181.

2. A sale and adjustment of a testator's property was made by trustees, under a decree of court, and years afterwards, some of the residuary legatees, being minors, brought a bill by their next friend to have the sale set aside, on the ground that the adjustment was improper and brought about by the fraud of one of the trustees. The bill was dismissed on its merits. *Held*, that as the minors' next friend could not respond in costs, the trustee charged with fraud, who appeared and defended, was entitled to costs out of the estate, as he had defended that, as well as his own character.—*Walters* v. *Woodbridge*, 7 Ch. D. 504.

3. Two trustees advanced money to A., a builder, on security of land purchased by A., of B., the defendant and one of the trustees, and which A. had built upon. The money was used partly to pay for the land, and partly to repay other sums which A. owed B. The plaintiff, the other trustee, knew that A. and B. had had business relations. A. went into bankruptcy; and the plaintiff filed a bill against B., his co-trustee, alleging that the security was insufficient, and asking that the property be sold, and that the defendant be held to make up the deficiency. —Refused.—*Butler* v. *Butler*, 7 Ch. D. 116; s. c. 5 Ch. 554.

Vendor and Purchaser.—The plaintiff purchased a piece of property, had the title examined by his solicitor, was advised that it was good, and completed the purchase. He subsequently discovered that certain parties were entitled to the flow of water through an underground culvert, the existence of which he was not informed of, and had not discovered in examining the title. *Held*, that, after the execution of the conveyance and completion of the purchase, he could not obtain compensation for such defect.—*Manson* v. *Thacker*, 7 Ch. D. 620.

See *Composition; Covenant*, 5; *Specific Performance*, 1.

Vendor's Lien.—The respondents purchased of the appellants at various times between Feb. 13 and June 1, 1876, parcels of tea imported by the latter, and lying in a bonded warehouse kept by them. At each transaction a warehouse warrant, indorsed in blank was given the indorsers by the appellants, stating that the tea had been warehoused by the appellants Jan. 1, 1876. Subsequently the appellants added to the blank indorsements the name of the respondents, thus making the goods deliverable to the respondents' order alone. Warehouse rent was charged by the appellants from Jan. 1, 1876, to the delivery of each lot, and paid by the respondents. The latter having become bankrupt before their notes given for the tea were paid, the appellants claimed a vendor's lien on the tea sold to the respondents and remaining in their warehouse. *Held*, that there had been no delivery, and the lien was good.—*Grice* v. *Richardson*, 3 App. Cas. 319.

Warehouseman.—See *Vendor's Lien.*

Warranty.—See *Bill of Lading.*

Will.—1. A testator left £600 to the children