

The Canada Law Journal.

VOL. XXV.

JANUARY 16, 1889.

NO. 1.

THE publishers will pay full price for a few copies of Nos. 3, 4, 6, 7 and 8, of THE CANADA LAW JOURNAL for 1888.

Re Prittie and Crawford, a very recent decision by BOYD, C., under the Vendor and Purchaser Act, is of value to those who have to do with agreements for the purchase and sale of land. A. was the vendee of certain lands under an agreement such as is usually made for the purchase of lands where the purchase money or the greater portion of it is payable at a future date. He assigned his interest in the agreement to B., and B. completed the purchase and agreed to sell to C. When A. made the agreement to purchase the lands there was a writ of *fieri facias* in the hands of the Sheriff, binding his lands. C. contended that A.'s interest in the lands was liable to seizure and sale under the writ (which was kept renewed), but that if the lands were not seizable under the writ, it bound them by way of, or as a step to, equitable execution, and that the execution was a cloud upon the title. Upon an application under the Vendor and Purchaser Act, it was held that the execution against the lands of A. did not affect such an interest as he had under the agreement, and that it was no objection to the title.

LAW FOR LADIES.

IF a man out West wishes to keep his wife he must not play practical jokes upon her, nor treat her ailments, whether real or imaginary, with derision, deception or contempt. If he does so she may get a divorce from him in Illinois and leave him. The judges out in that State are (in some respects) the *creme de la creme* of politeness—veritable Admirable Crichtons. They hold that the perpetration of a practical joke shows one to be “a coarse man”; “no one of any refined sensibilities will ever practice a practical joke upon, *or relate one concerning his friend.*” The sentiment is that of one of the Illinois judges. The italics are ours, and lead us to remark,

“Alas for the rarity
Of refined sensibility
Under the sun!”

But about the couple that forms the subject of our present discourse, Mr. and Mrs. Sharp. Mr. Sharp complained often of Mrs. Sharp's medical expenses; he said he didn't “believe in paying doctor's bills,” and that she “ought to die and go to heaven.” The Court didn't like these expressions of his. (Will the learned Editress of the *Chicago Legal News* tell us why? Was the judge an