

decree compensation for improvements where the vendor is unable to complete the title to the purchaser, but the court will not make such a decree where specific performance of the contract can be compelled.—*Ib.*

5. Where a lot of wild land had been sold in April, 1845, and by a subsequent arrangement a conveyance and mortgage were to be executed in April, 1846; the parties then met, but separated without completing their arrangements, in consequence of the vendor not producing his title deeds, and which he had promised to produce: no further communication passed between the parties, and in August, 1846, the vendor re-sold the premises for somewhat less than he was to have received from the first purchaser, gave the new purchaser a deed and took a mortgage; in the same month, or the next, the second purchaser went into possession and made considerable improvements on the lot, and as he asserted, with the knowledge of the first purchaser; no communication passed between the purchasers until the month of February, 1847, when the first purchaser called on the second and told him that he meant to claim the property under his contract; in August following he filed a bill for specific performance. The cause was brought on for hearing in 1850, and specific performance was decreed with costs.—*McDonald v. Elder*, 513.

See also "Practice," 73.

SPEEDING THE CAUSE.

See "Practice," 38.

SUBSTITUTIONAL SERVICE.

See "Practice," 74.

SUPPLEMENTAL BILL.

See "Practice," 11, 12.

USURY.

SURETY.

See "Practice," 72.

TERMOR (AND REVERSIONER.)

See "Reversioner."

TIME TO DEMUR.

See "Practice," 36, 37.

TRUSTEES.

By a marriage settlement certain property was conveyed to trustees for the benefit of the husband and wife during their lives—remainder to their issue (infants.) After managing the trust estate for several years, the trustees filed a bill to be relieved of the trust, and a decree to this effect was made, which however contained other directions, and under these and some subsequent orders the expenditure of a part of the corpus of the estate in improving the trust property and furnishing the dwelling-house of the parents, and some other variations of the trusts were authorised; one solicitor acted for all the *cestuis que trust*. On the cause coming on for further directions, the court refused to carry out the decree and orders which had been so obtained.—*Baldwin v. Crawford*, 202.

See also "Pleading," 10, 16.

USURY.

A stipulation by a party to a deed that he will make certain specified payments—or in default, that the other party may do so and charge more than the legal interest thereon, is not usury.—*Emmons v. Crooks*, 159.

An answer setting up a defence of usury must be as particular in its allegations of the facts as a plea of usury at law (*Semble*)—*Ib.*