to such covenants as Ord should approve, and would accept such lease and execute a counterpart. The premises in question were at the time of the agreement, held by the plaintiff under lease from Ord and at the request of the defendant he had moved out of the house. In default of specific performance the plaintiff claimed damages. Kekewich, J., held that the agreement could not be ordered to be specifically performed, but that the plaintiff was entitled to damages.

The second instalment of the Law Reports for December comprises 19 Q. B. D. pp. 685-710,—this merely covers the index of this volume, and one case not necessary to note here:—36 Chy. D. pp. 701-831; and 12 App. Cas. pp. 651-763.

COMPANY—AGREEMENT TO PAY CLAIM IN PAID-UP SHARES—CONTRIBUTORY—SPECIFIC PERFORMANCE OF AGREEMENT TO TAKE SHARES—COSTS—APPEAL, ADDITIONAL EVIDENCE ON APPEAL—BOOKS OF COMPANY.

In re Baranagh Oil Refining Co., Arnot's Case, 36 Chy. D. 702. Subject to confirmation by a meeting of shareholders, it was agreed by directors of a company to give, and by Arnot to accept, fully paid-up shares in satisfaction of his admitted claim against the company for services rendered. At the shareholders' meeting it was subsequently resolved "that a sum of £2,875 be voted to Captain Arnot, which he agreed to take in 575 fully paid-up shares." The agreement was not registered, and there was no sufficient evidence that there had been any distinct allotment or acceptance of shares pursuant to the agreement. The company having become insolvent, the liquidators applied to have Arnot placed on the list of contributories as holder of 575 unpaid shares, but the Court of Appeal (Cotton, Bowen & Fry, L.L.J.), overruling North, J., held that although there had been nothing amounting to a payment in cash by Arnot for the shares, yet that as the company had agreed to give, and he had agreed to take, paid-up shares, he could not be compelled to take unpaid shares, and therefore was not liable as a contributory. But inasmuch as the appeal was decided upon additional evidence, allowed to be given on the appeal, which the court thought ought to have been given in the court below, no costs of the appeal were given. There is another point decided in this case worthy of note, and that is that the books of the company were held to be only *prima facie* evidence of the facts recorded therein, and although the books contained entries tending to show that Arnot had accepted and dealt with some of the shares in question, he was permitted to show that such dealing took place in reference to other shares previously allotted to and paid for by him, and that the numbers were wrongly filled in by a clerk of the company.

PATENT—COMBINATION—INFRINGEMENT—ACQUIESCENCE—ESTOPPEL.

Proctor v. *Dennis*, 36 Chy. D. 740, is an important decision on questions of patent law, in which the Court of Appeal (Cotton, Bowen & Fry, L.L.J.) reversed the Vice-Chancellor of Lancaster. The action was to restrain the infringement of a patent, and was brought against the maker of the infringement and two of