

COMPROMISE—SPECIFIC PERFORMANCE—SILENCE AS TO FACT KNOWN TO ONE PARTY ONLY.

*Turner v. Green*, (1895) 2 Ch., 205; 13 R. July, 149, was an action for the specific performance of an agreement of compromise which the defendant claimed to rescind on the ground that when the agreement was entered into the plaintiff's solicitor was in possession of information that certain proceedings in the action, which was the subject of the compromise, had resulted in favour of the defendant, and that he had neglected to disclose this to the defendant; but Chitty, J., held that there was no duty on the part of the plaintiff or his solicitor to disclose this fact, and, therefore, its non-disclosure furnished no ground for rescinding the agreement. "Mere silence as regards a material fact which the one party is not under an obligation to disclose to the other cannot be a ground for rescission, or a defence to specific performance": Fry on Specific Performance, 3rd edition, par. 705, is held to be sound law. The suppression of a material fact can only be a ground for rescission where there is an obligation to disclose the fact suppressed. But the learned judge seems to admit that even silence, though not constituting a fraud, might, nevertheless, constitute such unfairness in a contract as to prevent the court specifically enforcing it.

JUDGMENT FOR PAYMENT OF MONEY INTO COURT—ENFORCING JUDGMENT—GARNISHEE PROCESS—MONEY IN SHERIFF'S HANDS.

*In re Greer, Napper v. Fanshawe*, (1895) 2 Ch. 217, Chitty, J., decided that a judgment for the payment of money into court cannot be enforced by garnishee proceedings. But in view of the provisions of Ont. Rule 934 (a), it would seem that this case would not be authority in Ontario on that point. The case also decides that, apart from certain provisions in the English Bankruptcy Act, 1890, money in the hands of a sheriff may be garnished. This case is not reported in 13 R., Aug. 129.

PARTNERSHIP—INTEREST OF DECEASED PARTNER IN ASSETS—ANNUAL ACCOUNT—DEATH OF PARTNER BEFORE ACCOUNT TAKEN—GOOD WILL, HOW FAR AN ASSET—SALE OF GOOD WILL AFTER DEATH OF PARTNER.

In *Hunter v. Dowling*, (1895) 2 Ch. 223; 13 R. June, 88, the decision turns upon a question arising on the taking of a partnership account for the purpose of ascertaining the share of a deceased partner. By the articles of partnership the accounts