

Case No. 4,717.  
[15 Alb. Law X 333.]

FELCH V. HOOPER ET AL.

Circuit Court, D. Massachusetts.

April 13, 1877.

SPECIFIC PERFORMANCE—CONTRACT FOR CONVEYANCE OF REAL ESTATE.

[An obligee in a bond for title, who, after paying part of the consideration, enters under verbal authority from the obligor, and erects a house and other improvements on the land, is entitled to a conveyance thereof upon paying the balance according to the condition of the bond.]

[David] Hooper, one of the defendants, executed a bond to the complainant [Mark C] Felch, conditioned for the conveyance to the complainant of certain land in Somerville, upon the payment by the obligee of a certain sum, of which \$150 was paid upon the delivery of the bond. Felch soon after, under verbal authority from Hooper, entered upon the land and erected a dwelling-house and made other improvements. Hooper afterwards refused to convey. The supreme court of Massachusetts decided that the land was charged with an implied trust in plaintiff's favor. 119 Mass. 52. The circuit court decided that, upon the facts in the case, the plaintiff was clearly entitled to a conveyance upon paying the amount due according to the conditions of the bond, and ordered a conveyance accordingly.

[NOTE. It was further ordered that the case be referred to a master to ascertain the amount of interest due on said bond, and to inquire and report as to certain other matters referred to him for consideration. In pursuance of this order, the master made his report, to which exceptions were taken by the defendants. On the hearing, the court overruled these exceptions (Case No. 4,71S), and confirmed the master's report]