CONTRACT—ASSIGNMENT OF CONTRACT—RIGHT OF ASSIGNEE OF CONTRACT TO SUE ALONE WITHOUT JOINING ASSIGNOR—COMPANY PARTIES.

In *Tolhurst* v. *Associated Portland Cement Manufacturers* (1903) A.C. 414 the House of Lords (not without some difference of opinion) have affirmed the decision of the Court of Appeal (1902) 2 K.B. 660 (noted ante, vol. 39, p. 155). Two points were involved in the appeal, one as to the effect of the contract in question and the other as to the right of an assignee of it to sue alone without joining their assignors. The contract was to supply at least 750 tons of chalk a week, and so much more as the contractees might require for the purpose of their business, the manufacture of cement. The contractees went into liquidation and the contract was assigned to the plaintiffs, a new company which carried on the same business but on a larger scale. The Court of Appeal held that there was a personal element in the contract, which prevented its assignment, so as to enable it to be enforced by the assignees without joining the assignor; but that the contract was subsisting and might be enforced by the assignor for the benefit of their assignee. The majority of their lordships (Macnaghten, Shand and Lindley) held that upon the true construction of the contract it must be read as if made with the original contractees, their successors and assigns, and the assignees could enforce it without joining their assignors, but Lord Halsbury, L.C., doubted, and Lord Robertson dissented from this conclusion.

MINES—EXPROPRIATION—NOTICE TO TREAT—SUBSEQUENT RISE IN VALUE OF MINERALS—EVIDENCE.

The Brecon and Merthyr Dare N.S. Collieries v. *The Pontypridd Water Works Co.* (1903) A.C. 426, is a case in which there has been some fluctuation of opinion. The question was where the working of mining lands is sought to be stopped, subject to compensation being made, whether in fixing the compensation to be paid a rise in value of the minerals, after the notice to treat was served, can be taken into account. The Divisional Court held that it could (1901) 2 K.B. 798 (noted ante vol. 38, p. 16); the Court of Appeal (1902) 2 K.B. 135 (noted ante vol. 38, p. 646) held that it could not; and now the House of Lords (Lord Halsbury, L.C., and Lords Macnaghten, Robertson and Lindley) have unanimously held that it could, thereby affirming the original decision. Their lordships held that the notice to treat did not operate as a sale of