

to indemnify his vendor against liability on the mortgage. *Small v. Thompson* (28 S.C.R. 217), distinguished.

Held also, that parol evidence was properly received to shew the relations between P. and D.; that D. received the conveyance from C. merely as P.'s nominee and held it afterwards only as security for his advances to P.; that he never claimed to be owner and never went into possession except as P's agent; and that he was not a purchaser of the property but only a mortgagee.

Appeal dismissed with costs.

J. R. Osborne, for the appellant.

EXCHEQUER COURT OF CANADA.

Cassels, J.]

[October 2.

THE KING *v.* CHARLES H. CAHAN AND THE EASTERN TRUST COMPANY.

Expropriation—Compensation—Amount offered in information in excess of just compensation as established by the evidence—Binding effect of offer where no amendment of information asked.

Held, that where the Crown in expropriation proceedings, and under the terms of the Expropriation Act, offers a definite sum as compensation by the information and when there is no request to amend the information, and counsel for the Crown at the trial adheres to such offer, it is not for the Court to reduce the same, notwithstanding that the evidence may establish a smaller sum as to proper amount of compensation.

Reporter's Note: See the case of *Likely v. The King*, 32 S.C.R. 47.

T. S. Rogers, K.C., and *J. A. McDonald*, K.C., for Crown.
H. Mellish, K.C., for defendants.

Book Reviews.

Estoppel and the Substantive Law: or, principles of keeping faith and finality, by ARTHUR CASPERSZ, B.A. (Oxon), Barrister-at-law, Advocate of the High Court, Calcutta. 4th edition: Calcutta, 1915. Canada Law Book Co., 84 Bay St., Toronto.

This excellent work is divided into two parts. (I) The doctrine of changed situations. (II) The conclusiveness of judg-