

from that in question in *Morris v. Levison*, 1 C.P.D. 155, where the charterer bound himself to load "a full and complete cargo, say about 1100 tons," and that the charterer had in this case fulfilled his contract, and that the question of what was meant by "about" ought not to be left to the jury.

**VENDOR AND PURCHASER**—DEPOSIT, RECOVERY OF, BY PURCHASER—CONDITION TO BE PERFORMED BY VENDOR—TIME FOR PERFORMANCE OF CONDITION—DATE OF COMPLETION—CONSENT OF THIRD PARTY.

*Smith v. Butler* (1900) 1 Q.B. 694 was an action by a purchaser to recover his deposit on the ground of the failure of the vendor to perform a condition subject to which the contract of sale had been made. The sale was of a parcel of land on which there was a subsisting mortgage, on condition that the consent of the mortgagee should be obtained to the same amount remaining outstanding on the mortgage as was then due. A date was fixed for completion, and a deposit paid, which was to be forfeited if the sale went off through the default of the plaintiff. Before the day fixed for completion, at an interview between the plaintiff, the defendant, and the mortgagee, the latter would only consent to a lesser sum remaining on mortgage. The plaintiff, therefore, treated the contract as at an end. Subsequently, and before the day fixed for completion, the defendant procured the mortgagee's consent to the full amount remaining on mortgage, but the plaintiff refused to proceed with the purchase, and brought the present action to recover his deposit. The action was tried by Bucknill, J., who gave judgment for the plaintiff. The Court of Appeal (Smith, Collins and Romer, L.JJ.), however, unanimously reversed his decision, holding that the plaintiff was not justified in treating the contract as off, on the mortgagee's refusal to consent, inasmuch as the time for completion had not then arrived, and the vendor had until the day fixed for completion in which to get him to consent to the proposed arrangement, and having done so, the plaintiff was bound to have carried out the contract, and not having done so it had fallen through by his default, and, therefore, his deposit was forfeited.

**BILL OF LADING**—DESCRIPTION OF GOODS—"MARKED AND NUMBERED AS IN THE MARGIN"—MISTAKE—BILLS OF LADING ACT, 1855 (18 & 19 VICT., C. 11), s. 3—(R.S.O. c. 145, s. 5 (3)).

*Parsons v. New Zealand Shipping Co.* (1900) 1 Q.B. 714, was an action by consignees of certain goods covered by a bill of lading