

ACTION ON FOREIGN JUDGMENT.

Turning now to the appeal cases, we find in *Noniron v. Freman*, 15 App.Cas., 1, the House of Lords have affirmed the decision of the Court of Appeal, 37 Chy.D., 344 (noted *ante* vol. 24, p. 203), that an action will not lie on a foreign judgment which is not final and conclusive.

VENDOR AND PURCHASER—CONDITIONS OF SALE—RIGHT TO RESCIND CONTRACT.

In *Wolcott v. Peggie*, 15 App.Cas., 42, which was an appeal from the Supreme Court of Victoria, the Privy Council held, where a sale of land had been made subject to a condition that the vendor might annul the sale on his being unable, or unwilling, to remove any objection to the title, and it appeared that the purchasers had conditionally offered to give time for the removal of an objection which they had taken, and that the vendor, on good faith, objected to the proposed conditions, and was thereupon threatened by the purchasers with litigation; that under these circumstances the vendor was entitled to rescind; and the judgment of the court below dismissing the action, which was for specific performance of the contract, after the vendor had given notice of rescission, was therefore affirmed.

Correspondence.

To the Editor of THE CANADA LAW JOURNAL:

DEAR SIR,—I like your last number much, and I was pleased to see that you had taken that very singular article from *Pump Court* about lithographed signatures, where the judges say that the subject is one upon which no two men could differ—and yet they all differ, the one from the other. The “glorious uncertainty” stands out in bold relief—and what a nice amount of costs might have been incurred if two rich litigants had been the parties interested! It has often struck me that the great facility of appeal from court to court, and the possibility, or even probability, of one winning his case and losing it ultimately, amounts almost to a denial of justice. Especially is this the case when we consider that, after having been encouraged to believe that he is right by judge after judge, a suitor of moderate means may be ruined by his first success, and through reliance on the judges appointed, and well paid, by Government to decide his case. I would suggest that the Government be compelled to pay the costs incurred by the mistake or negligence of the judges whose decisions were reversed on appeal to the court of last resort. The judges might not like it, but it would certainly make them more careful. If I employ a professional man, and by his want of skill or diligence about the work which he is employed to do I suffer damage, he must indemnify me. I employed him relying on the maxim “*cuique in arte sua perito credendum est*,” and he turns out not to be sufficiently *peritus*. The public who pay the judges do so believing them to be *peritissimi*. Where is the fallacy?