

CONTRACT—SALE—PRINCIPAL AND AGENT—FIDUCIARY RELATION  
—FRAUD—RESCISSION OF CONTRACT—RESTITUTIO IN INTEG-  
RUM—FALL IN VALUE OF THING SOLD.

*Armstrong v. Jackson* (1917) 2 K.B. 822. In this case the plaintiff employed the defendant, as his broker, to buy certain shares, and the defendant, without the knowledge of the plaintiff, sold to him his own shares. On discovering the fact, the plaintiff brought the present action to rescind the contract, and in the meantime the value of the shares had fallen, and the principal point in the case was whether, in these circumstances, the contract could be rescinded, as it was impossible to restore both parties to the same position as they were in at the time of the contract. McCardie, J., who tried the action, held that on the evidence the contract was obtained by fraud and misrepresentation, and the plaintiff was entitled to have it rescinded, and the fact that the shares had fallen in value, for which the plaintiff was in no way responsible, was no obstacle to the granting of that relief. The defendant was therefore ordered to repay the purchase money, and on payment the plaintiff was ordered to retransfer the shares.

RAILWAY COMPANY—TOLLS—FALSE ACCOUNT OF GOODS—INTENT-  
TO AVOID PAYMENT OF PROPER TOLL—CRIMINAL LAW—  
MENS REA—PERSON—CORPORATION—RAILWAY ACT 1845  
(8-9 VICT. c. 20) ss. 98, 99—(R.S.C. c. 37, ss. 398, 399)—  
INTERPRETATION ACT 1889 (52-53 VICT. c. 63) s. 2—(R.S.C.  
c. 1, s. 34 (20)).

*Moussell v. London & North Western Ry. Co.* (1917) 2 K.B. 836. This was an appeal on a case stated by a magistrate from conviction on a charge brought by the railway company for breach of the Railway Act 1845, ss. 98, 99 (see R.S.C. c. 37, ss. 398, 399), which imposes a penalty for failure on demand to give an exact account in writing signed by the person on whom the demand is made, of the number and quantity of goods conveyed, and if the goods are liable to different tolls specifying the respective numbers and quantities thereof liable to each or any of such tolls. The prosecution was against a firm for having given, on demand, a false account of goods delivered to the railway company for carriage, with intent to avoid payment of the tolls payable in respect thereof. The demand was made on one of the firm's servants by whom the account complained of was given, and it was contended that there was no mens rea on the part of the firm, and therefore that the firm was not liable to conviction,