

VENDOR AND PURCHASER—MEMORANDUM IN WRITING—PLEADING
SIGNED BY COUNSEL—STATUTE OF FRAUDS (29 CAR II., c. 3)
s. 4—(R.S.O., c. 102, s. 5).

Grindell v. Bass (1920) 2 Ch. 487. This was an action by a purchaser for specific performance. The vendor Mrs. Bass was an old woman of 77 and claimed (1) that the contract had been obtained by undue influence, and (2), that she had previously agreed to sell the property to a Mr. Earle. Earle was then made a party defendant and set up by way of counterclaim the contract with him and claimed specific performance. The plaintiff objected that the prior contract with Earle was not enforceable because there was no sufficient note in writing signed by the vendor; but Earle contended that even if the plaintiff could raise the objection, which he denied, the statement of defence of his co-defendant Bass which set out the terms of the contract and was signed by her counsel was a sufficient memorandum within the statute, and with this contention Russell, J., agreed.

PRINCIPAL AND AGENT—CONFIDENTIAL LETTER CONTAINING DE-
FAMATORY STATEMENT AGAINST THIRD PARTIES—BREACH OF
DUTY BY AGENT—LIBEL—DAMAGES.

Weld-Blundell v. Stephens (1920) A.C. 956, has reached its final stage and has ended in the defeat of the plaintiff but not without a difference of opinion on the part of the learned Lords who heard the appeal. The case was a somewhat curious and unusual one. The plaintiff had written a letter to his agents containing some defamatory remarks concerning third persons. The agent carried the letter to the office of a person named Hurst and there negligently dropped the letter on the floor. Hurst on finding it had a copy made and sent to the persons defamed, who forthwith brought an action against the plaintiff and recovered damages against them to the amount of £750 and costs for the defamatory statements above mentioned, and under this judgment the plaintiff had to pay £1,769. The plaintiff thereupon brought the present action against his agents, through whose negligence the plaintiff had been exposed to an action by the persons defamed. Darling, J., who tried the action, although the jury gave a verdict in favour of the plaintiff for £650, nevertheless dismissed the action. The Court of Appeal held that the plaintiff was only entitled to nominal damages, and the House of Lords (Lord Finlay, Dunedin, Sumner, Parmoor and Wrenbury), have now affirmed the judgment of the Court of Appeal (Lords Finlay and