

bought; or without doing so they might bring their action. If the buyer buys, the damages are fixed by reference to the difference, if any, between the price paid and the contract price; if he does not buy, then the measure of damages is to be fixed by reference to the difference in the market price and the contract price at the time the goods ought to have been delivered under the contract, subject, however, to the rule that it is the duty of a buyer to mitigate damages and that if at an earlier period he could have purchased on more favourable terms it would be his duty to do so. As in this case the buyers had not bought, but had simply claimed damages, in the result the buyers were held to be entitled to only nominal damages.

LEASE—THEATRE—COVENANT BY LESSEE TO MAINTAIN PRICES OF ADMISSION “AS NOW CHARGED”—INCREASE OF PRICES.

*In re Dott, Miller v. Dott* (1920) 1 Ch. 281. This was an application upon an originating notice to determine whether or not a lease had been forfeited. By the lease in question a theatre was leased, and the lessee thereby covenanted to maintain the prices of admission thereto “as now charged.” Pending the lease the lessee increased the prices of admission. The lessor claimed this constituted a breach of covenant and served a notice of breach under s. 14 of the Conveyancing Act. (See R.S.O. c. 155, s. 20 (2).) Peterson, J., who heard the motion, held that the covenant only restricted a decrease, but did not restrain an increase in the price of admission.

WILL—LIFE INTEREST “UNTIL HE SHALL ASSIGN OR CHARGE, OR AFFECT TO ASSIGN OR CHARGE”—LUNACY OF TENANT FOR LIFE—APPOINTMENT OF RECEIVER OF LUNATIC’S ESTATE—SUBSEQUENT CHARGE BY LUNATIC—FORFEITURE.

*In re Marshall, Marshall v. Whateley* (1920) 1 Ch. 284. By a will dated in 1912, a testator, who died in 1913, gave his residuary estate to trustees upon trust to raise a fund of £6,000 and hold the same and pay the income thereof to his son during his life or “until he . . . shall assign or charge or affect to assign or charge” the same or any part thereof. On December 12, 1916, an order was made in lunacy appointing a receiver of the son’s estate, the whole income being allowed for his maintenance. On May 15, 1919, the son executed an equitable charge on his income under the testator’s will and the question arose whether his life interest therein had thereby become forfeited. Eve, J., who heard the motion, held that the appointment of a receiver did