

turned on the question of what was the proper measure of damages for breach of the contract in question. The plaintiffs carried on an extensive quarry, and were owners of gas wells and gas leases and gas grants which in April, 1891, they sold and assigned to one of two appellant companies, including the right to explore and drill the lands to which they related for natural gas, and set up plant and machinery for its distribution and sale. The vendors, however, reserved "enough gas to supply the plant now operated or to be operated by them on the property." In 1894 the vendees assigned their interest to the other appellant company, and shortly afterwards the assignees cut off the supply of gas to the plaintiffs, and refused further to supply them, and the plaintiffs thereupon procured the gas required for their plant, by acquiring other gas leases and rights and by construction of the necessary works. The plaintiffs sued both companies for damages for deprivation of gas contrary to the reservation. They obtained judgment in 1897 with a reference to the Master to assess the damages, but appeals were brought with varying success, and it was not until 1900 that the judgment was finally affirmed. The plaintiffs did not proceed on the reference until 1905, and the Master made his report in 1907, and it was on an order made on appeal from this report that the present appeal originated. On the reference it appeared that the plaintiffs' expenditure for procuring gas elsewhere had amounted to about \$58,297.52, and that they had subsequently, pending the suit, sold their quarry and the gas works for an aggregate sum of \$250,000, of which \$75,000 was attributable to the gas works. In these circumstances the Judicial Committee held that the plaintiffs were only entitled to nominal damages, and the judgment of the court below for \$54,031.82 was, therefore, reversed. See *British Westinghouse Co. v. Underground Ry. Co.* (1911) 1 K.B. 575.

HUSBAND AND WIFE—CONTRACT OF WIFE FOR HUSBAND'S BENEFIT
—INDEPENDENT ADVICE—UNDUE INFLUENCE—DUTY OF HUSBAND'S SOLICITOR ACTING FOR WIFE.

Bank of Montreal v. Stuart (1911) A.C. 120 is an important case not only on account of the amount involved, but also for the legal questions raised therein. The action was brought by a married woman to set aside a guaranty given by her to the Bank of Montreal for the debt of her husband. The Supreme Court of Canada following its decision in *Cox v. Adams*, 35 S.C.R. 393,