plans were never used and the site was subsequently sold. After the sale the plaintiffs discovered the error in the plans and claimed to recover from the defendant the price paid for them, as upon a total failure of consideration, or, in the alternative, damages for negligence. The action was tried by Wright, J., who admitted that the case was not covered by authority. He came to the conclusion that there was not a total failure of consideration, because notwithstanding the error, the design of the plans would to some extent have been available for the actual site, and a small addition to the quantities would only have been necessary for a building of the proper size. On the other hand he considered the plaintiffs entitled to damages, but as the plans had never in fact been used, no substantial damage had been sustained, and the plaintiffs were therefore only entitled to nominal damages, which he assessed at 40s. for the plans and £40 for adapting the quantities to the actual site.

ARBITRATION—AGREEMENT TO REFER TO FOREIGN COURT · STAYING ACTION—ARBITRATION ACT, 1889 (52 & 53 VICT. C. 49) SS. 4, 27—(R.S.O. C 62, S. 6.)

Austrian Lloyd SS. Co. v. *Gresham Life Assurance Society*, (1903) 1 K.B. 249, was an action brought on a policy of life insurance effected by a foreigner with an English insurance company at Budapest, where it had a branch office. The policy provided that the premium and insurance money should be payable at Budapest and contained a condition to the following effect: "For all disputes which may arise out of the contract of insurance, all the parties interested expressly agree to submit to the jurisdiction of the Courts of Budapest having jurisdiction in such matters." An action on the policy having been commenced in England the defendants applied under the Arbitration Act (52 & 53 Vict., c. 49) s. 4, (R.S.O. c. 62, s. 6), to stay the proceedings. Darling, J., refused the application, but the Court of Appeal (Romer and Matthew, L.JJ.) held that this amounted to an agreement to refer within the meaning of the Act, and therefore that the defendants' application should be granted.

LANDLORD AND TENANT—IMPLIED COVENANT FOR QUIET ENJOYMENT—IMPLICATION ARISING FROM WORD "LET"—INTERRUPTION AND TITLE PARAMOUNT.

Jones v. *Lavington*, (1903) 1 K.B. 253, is a case which has already been incidentally referred to in these columns (see ante p.