

which debentures are issued cannot be invalidated on any ground whatever where interest has been paid on the debentures for one year. And by the Municipal Clauses Act, s.s. 243 and 244, a cause of action for deviation for any deviations by the Municipality from the general plan of any public works authorized by the by-law is barred after the lapse of a year from the date when the cause of action arises. These statutes were held by the British Columbia Supreme Court to be a bar to the right of the defendant to recover on his counter claim, and the Judicial Committee of the Privy Council (Lords Macnaghten, Mersey, and Moulton) affirmed the decision. Their Lordships being of the opinion that the deviations in question were incidental to the carrying out of the works and made with a view to diminish unnecessary inconvenience and resulting claim to compensation.

VENDOR AND PURCHASER—AGREEMENT TO GIVE OPTION TO PURCHASE, AND ALSO TO PAY COMMISSION TO PURCHASER—PRINCIPAL AND AGENT.

Kelly v. Enderton (1913) A.C. 191. This was an appeal from the Court of Appeal from Manitoba. The case was somewhat peculiar. The plaintiff being owner of land, entered into an agreement to give the defendant, Enderton, an option to purchase the land at a specified price and also agreed to pay Enderton a commission on the sale of \$1000. Enderton exercised the option and nominated one Simpson as the person to whom the conveyance was to be made. This was done. The plaintiff subsequently discovered that Simpson was a clerk in Enderton's employ, and brought an action to set aside the sale, claiming that the Endertons were agents and not competent to be themselves the purchasers, and the fact that a commission was payable indicated that they were merely agents for sale. The Judicial Committee (Lord Haldane, L.C. and Lords Dunedin, Atkinson and Moulton) agreed with the Court below, that the terms of the agreement were perfectly clear, that the Endertons themselves were entitled to exercise the option and the fact that they were also to get a commission was not inconsistent with their right to become the purchasers.