of *Tulk* v. *Moxhay*, 2 P.L. 774, does not apply where the covenantee is not in possession or or interested in the land for the benefit of which the restriction is imposed.

PRINCIPAL AND AGENT — FRAUDULENT MISREPRESENTATION — KNOWLEDGE OF AGENT NOT IMPUTED TO PRINCIPAL.

Wells v. *Smith* (1914), 3 K.B. 722. This was an action of deceit, the facts being that the defendant made a false statement to the plaintiff's agent, which the agent knew to be false, in order to induce the plaintiff, who did not know its untruth to act upon it. The agent communicated the statement to the plaintiff who relying on its truth, acted upon it to her damage; the representation being that a proposed tenant was a reputable person whereas she was the contrary. Scrutton, J., who tried the action held that the plaintiff was entitled to recover the damages awarded by the jury.

PERPETUITY—SETTLEMENT—TRUST TO HOLD FOR 21 YEARS FOLLOWED BY TRUST FOR SALE AT THE EXPIRATION OF 21 YEARS.

English v. *Cliff* (1914), 2 Ch. 376. It is a curious thing as Warrington, J., says, that in this case it should have to be determined for the first time whether a trust which arises at the expiration of a term of twenty-one years from the date of the deed, is a trust exceeding the period allowed by the rule against perpetuity, which, where there are no lives or life in being in question, is a gross term of twenty-one years. The instrument under which the question arose was a settlement dated May 13, 1892, whereby the settlor conveyed the estate to trustees in fee simple upon the trusts therein declared; and it was therein declared that the trustees or the survivor or other the trustees for the time being should stand possessed of the premises for twenty-one years upon trust to apply the rents and profits as therein mentioned including the payment of one annual sum on the 13th May and November in each year, and "at the expiration of the said term of twenty years" to sell the said premises as therein mentioned. On June 20, 1913, the trustees of the settlement contracted to sell the land to the defendant who objected that the power was void for remoteness. Warrington, J., held that the determination of the 21 years and the commencement of the trust for sale being coincident, the trust was not void for remoteness on the ground that it was limited to take