

following circumstances. Two days prior to the contract an award had been made pursuant to a statute requiring the defendants to pay half the costs of rebuilding a party wall on the premises in question. This award the defendants omitted to disclose to the plaintiffs, and the plaintiffs entered into the contract in complete ignorance of the proceedings in reference to the wall. Upon discovery of this award in the November following the plaintiffs refused to complete except upon receiving compensation. The plaintiffs treated the contract as at an end, but refused to return the deposit or pay the plaintiffs' costs of investigating the title. Joyce, J., who tried the case, determined that the award constituted a latent defect which the defendants were bound to disclose to the purchaser, and that the plaintiffs were entitled to the relief they claimed.

DECLARATORY JUDGMENT—TRESPASS—MUNICIPAL CORPORATION—
RULE 289—(ONT. JUD. ACT, s. 57 (5)).

Offin v. Rochford (1906) 1 Ch. 342 is another case in which a merely declaratory judgment was sought. In this case the plaintiff owned lands abutting on a highway. The defendants, a municipal corporation, claimed that part of the plaintiff's land formed part of the highway and threw down a fence erected by the plaintiff to bound it from the highway. This was done more than six months prior to the commencement of the action. In so far as the action was founded on this alleged wrongful act the action was too late, not having been brought within six months of its commission as required by a statute in that behalf. Warrington, J., who tried the action, held that the mere claim of the municipal corporation that the land in question was a part of the highway gave the plaintiff no cause of action, and furnished no ground for making a declaratory judgment, and that the action being too late so far as based on the removal of the fence, it altogether failed, and he, therefore, dismissed it with costs.

COMPANY—WINDING UP ORDER—CONTRACT TO SELL ASSETS—
OMISSION TO CONVEY—DISSOLUTION OF COMPANY—TRUSTEE
ACT, 1893 (56 & 57 VICT. c. 53) ss. 25 (1), 26—(R.S.O. c.
336, s. 5).

Re No. 9 Bomarc Road (1906) 1 Ch. 359. A limited company was the owner of the lease of premises for the residue of an unexpired term of 99 years; it went into liquidation and the leasehold was sold, but by an oversight no assignment of the lease was executed and the company had become automatically