

considered that the claim of the plaintiff company to be treated as an undisclosed principal was inconsistent with the terms of the contract. Some of the learned Lords express doubts as to the possibility of a man making a contract both as principal and agent; but why may not a man say "I agree as principal to sell you this article, but as agent for A. B. I give you this 'canary, tomtit or other rubbish' and require you to enter into an agreement not to resell it except on specified terms"?

SPECIFIC PERFORMANCE—VENDOR AND PURCHASER—DECREE WITH COMPENSATION—DEFICIENCY IN SUBJECT MATTER—MISREPRESENTATION.

Rutherford v. Acton-Adams (1915) A.C. 866. This was an action for recovery of £3,750, the balance of purchase money due on a contract for the purchase of lands. The defendant set up that, in the course of negotiations, it had been represented by the plaintiffs' agent that there were 232 miles of fencing on the property, whereas there were in fact only 164 miles, and he claimed a deduction from the purchase money of £3,570. The New Zealand Court of Appeal gave judgment for the plaintiff, and dismissed the defendant's counterclaim. The Judicial Committee of the Privy Council (Lords Haldane, Parker and Sumner) affirmed the judgment on the ground that the representations as to the fencing were collateral to the contract, and that the claim in respect thereof did not entitle the purchaser to a decree for specific performance with compensation, and therefore the claim could not be allowed in this action. Their lordships intimate that the defendant's remedy was for rescission of the contract, or for damages for breach of the collateral contract, if there was one, or for damages for deceit if there was fraud. The defendant may have put his claim on a wrong basis, but it would seem that he had in fact a substantial claim against the plaintiff, and it would appear to be an imperfect carrying out of the principles of the Judicature Act that he failed to get relief.

VENDOR AND PURCHASER—CONVEYANCE—PARCELS—PLAN—FALSA DEMONSTRATIO—IMPLIED COVENANTS FOR TITLE—OMISSION TO PREVENT ACQUISITION OF TITLE UNDER STATUTE OF LIMITATIONS—CONVEYANCING AND LAW OF PROPERTY ACT, 1881 (44-45 VICT. C. 41), s. 7, SUB-S. 1 (4) (R.S.O. 109, s. 22 (1) a).

Eastwood v. Ashton (1915) A.C. 900. In this case the House of Lords (Lords Loreburn, Parker, Sumner, Parmoor and Wren-