

that this short mode of disposing of the case was not satisfactory, and they proceeded to investigate the facts, and having come to the conclusion that the prospectus was intended to mean, and did mean, not only that Lord Brabourne and Admiral Mayne had not only expressed their willingness to become members of the council, but had so far approved of the project as to have authorized the publication of their names in the list of those who would be members of the council of the company when formed, which was contrary to the fact, they held that the company could not sever the application based on the prospectus from the prospectus, and though the company, not having itself made the representation, could not be made liable in damages, yet as regards a contract induced by such a representation it was, as regards the question of the rescission of the contract, in the same position as if it had itself made the representation without knowing it to be untrue; and that as in an action for rescission on the ground of misrepresentation it is not necessary to prove knowledge by the defendant of its untruth, the applicant was therefore entitled to succeed, and to have his allotment money refunded, with interest thereon at four per cent., not by way of damages, but on the ground that the parties were to be restored, as far as possible, to their original position.

LUNATIC—MARRIED WOMAN—COMMITTEE, RIGHT OF HUSBAND OF LUNATIC TO BE APPOINTED AS.

*In re Davy* (1892), 3 Ch. 38, the Court of Appeal (Lindley and Lopes, L.JJ.) affirmed the ruling of the Master in Lunacy, that the husband of a lunatic wife has no absolute right to be appointed the committee of her person, and that where the court thinks it will be more for the benefit of the lunatic to appoint some other person as such committee it has power to do so. In this case the court, in the exercise of that discretion, refused to appoint the husband.

LESSOR AND LESSEE—AGREEMENT TO LEASE PUBLIC HOUSE—"UNUSUAL COVENANTS"—DATE OF COMMENCEMENT OF TERM.

*In re Lander & Bagley* (1892), 3 Ch. 41, was an application under The Vendors and Purchasers Act, 1874, s. 9 (R.S.O., c. 112, s. 3), arising on an agreement for the lease of a public house. One of the questions submitted to the court was whether covenants to reside on the premises and personally conduct the business, and not to assign without consent, and a proviso for entry for breach of any covenant, were "usual" covenants and stipulations in such a lease. Chitty, J., held that they were not, and that the proviso for re-entry must be confined to non-payment of rent; the principle on which the court acts in determining what are to be deemed "usual" covenants being that, where a man has agreed to grant a term of, say, twenty-one years, the court in framing the lease will not insert provisions which would cut down that term to something less, or impose any restraint on alienation, unless there be an express stipulation to that effect. Another question was as to the date at which the term was to commence. The agreement was silent as to this, but provided that possession was to be given "within one month from this date," and the court held that the date of the commencement of the term could be collected from the agreement as a whole, and that the day on which the possession was actually given, a fact as to