

COMPENSATION FOR INJURY TO PROPERTY—ASSIGNMENT OF CHOSE
IN ACTION ARISING FROM TORT—RIGHT OF ASSIGNEE OF CHOSE
IN ACTION TO SUE IN HIS OWN NAME—JUD. ACT 1873 (36 &
37 VICT. c. 66) s. 25—(ONT. JUD. ACT s. 58 (5)).

In *Dawson v. Great Northern Ry. Co.* (1905) 1 K.B. 260, the Court of Appeal (Collins, M.R., and Stirling, and Mathew, L.J.J.) have reversed the judgment of Wright, J. (1904), 1 K.B. 277 (noted ante, vol. 40, p. 259). The plaintiff was assignee of a claim against the defendants for compensation which the owners of certain houses were entitled to recover, owing to a subsidence caused by the defendants having under their statutory powers erected a tunnel. Wright, J., held that the claim was not one that could be assigned, so as to entitle the assignee to sue in his own name, but the Court of Appeal have now held that he erred, and that the claim was a chose in action within the provisions of the Judicature Act. (See Ont. Jud. Act s. 58 (5)).

PARTNERSHIP—SALE OF PARTNER'S SHARE TO CO-PARTNER—
DUTY OF PURCHASING PARTNER—CONCEALMENT OF FACTS—
RATIFICATION—COMPROMISE.

Law v. Law (1905) 1 Ch. 140 was an action to set aside a sale of a share in a partnership to a co-partner, on the ground that the purchasing partner had special knowledge as to the value of the share which he concealed from the vendor. After the sale the vendor discovered that certain facts had been concealed from him, and, though believing that there had been a concealment of other material facts, he then compromised an action which he had brought to set aside the sale, by accepting a further sum. Subsequently to the date of this compromise he made a further discovery of a large amount of assets of the firm which had not been disclosed, and he then commenced this action claiming that the former compromise was not binding on him, because it had been made without a full disclosure of all material facts. Kekewich, J., who tried the case, gave judgment dismissing the action, and with this conclusion the Court of Appeal (Williams, Romer, and Cozens-Hardy, L.J.J.) agreed. While it was conceded that the plaintiff's original cause of action was well founded, yet the Court of Appeal held that as he had chosen to elect to confirm the sale, without a full investigation as it was competent for him to do, he could not afterwards repudiate it.