

guardians to appoint an officer under the Vaccination Act, which was granted by Darling and Phillimore JJ. The application was resisted on the ground that the Act in question provided that in default of the board of guardians making the appointment within the limited time the Local Government Board, who were the prosecutors in this case, might make the appointment, but the Court was of opinion that the alternative power of appointment was not an equally beneficial remedy, and that the applicants were entitled to compel the board of guardians to perform its statutory duty.

CONTRACT—LOAN OF MONEY—FRAUD—CONCEALMENT OF IDENTITY OF LENDER—REPUDIATION OF CONTRACT.

Gordon v. Street (1899) 2 Q.B. 641, is one of those melodramatic cases which one very rarely meets with in the pages of the Law Reports. Here we have "the bite' bit," and "the engineer hoist with his own petard" with a vengeance. The plaintiff was a notoriously extortionate money lender, who sought to recover from the defendant the amount of a promissory note for £150 given for a loan of £100 for a few weeks. The defence was that the defendant was induced to enter into the contract on the representation that the person he was dealing with was named Addison; that as soon as he discovered the true identity of the plaintiff he repudiated the contract and offered to repay the loan with ten per cent. interest, and he paid £110 into Court in satisfaction. He also counter-claimed for damages for libel contained in an abusive letter sent to him by the plaintiff in respect of which (as appears by the report of the case in 81 L.T. 237) the defendant recovered a verdict for £400, although the publication was only to the plaintiff's own clerk. At the trial before Bucknill, J., the jury found that the plaintiff had fraudulently concealed from the defendant his name, in order to induce the defendant to enter into the contract, and that the defendant repudiated the contract within a reasonable time after he discovered the plaintiff was the lender; judgment was therefore given for the defendant from which the plaintiff appealed. The Court of Appeal (Smith, Riggby, and Williams, L.JJ.) unanimously dismissed the appeal, holding that misrepresentation as to the name of the lender was material, and having been fraudulently made, entitled the defendant to repudiate the contract as he had done, and, by the curious irony of fate the Court arrived at its conclusion by the help of the plaintiff's own