

them at less than the specified price. The plaintiff claimed an injunction, which Farwell, J., granted, limited to the duration of the patent under which the pads were manufactured. The Court of Appeal (Williams, Romer, and Cozens-Hardy, L.JJ.), however, considered the case was governed by *Taddy v. Sterious*, supra, which they held to have been well decided, and the decision of Farwell, J., was therefore reversed, holding that, even if the defendant bought the goods with notice of the condition it could not be enforced against him, there being no privity of contract between him and the plaintiffs, and it not being possible to make a condition of this kind even with the goods.

SEA SHORE—FORE-SHORE—PUBLIC RIGHT OF BATHING.

In *Brinckman v. Motley* (1904) 2 Ch. 313, the defendant, who was the headmaster of a public school, had taken the boys of the school down to the sea shore, where the plaintiffs had an exclusive right of fishing with stake nets, in order that the boys might bathe in the sea. The plaintiffs claimed an injunction, and the defendant set up that he and all His Majesty's subjects had a common law right to use the fore-shore of the sea for the purpose of bathing. Farwell, J., held that there was no such common law right, and the Court of Appeal (Williams, Romer, and Cozens-Hardy, L.JJ.) affirmed his decision, following *Blundell v. Caterall* 5 B. & Al. 268, 24 R. R. 353, the judgment of Holroyd, J., in which case is characterized, by Williams, L.J., as "one of the finest examples of the way in which the judgment of an English judge ought to be expressed and the reasons for it given." In that judgment it may be useful to note the learned judge pointed out, that the passage in Bracton in which such a right as the defendant claimed is asserted to exist, and which is based on Justinian Inst., lib. 2, tit. 1, ss. 2 and 4, has been held not to be the law of England.

VENDOR AND PURCHASER—CONTRACT FOR SALE OF LAND—PART PERFORMANCE—STATUTE OF FRAUDS—(R.S.O. c. 338, s. 5).

Dickenson v. Barrow (1904) 2 Ch. 339, was an action for the specific performance of an oral contract for the sale of lands. The contract was to sell the parcel of land in question on which the plaintiffs were to build a house for the defendant. The plaintiffs in pursuance of the alleged agreement built the house, and during the course of its erection the defendant and her husband from time to time visited it, and alterations were made by the plaintiffs at the defendant's request. Kekewich, J., held that these acts done