

the amount of land occasioned by the abstraction of plot A was immaterial for the purposes for which the land was required by the plaintiff, and the defendant alleged that plot A had been included in the conveyance by mistake and contrary to the true intention of the parties, and on the ground of these allegations, which were denied by the plaintiff, he claimed a rectification of the deed. Farwell, J., held that, as the written contract and conveyance were clear and unambiguous, the proposed evidence and parol agreement to vary the deed, in the absence of any fraud, was inadmissible: that the covenant was binding on the defendant and extended in regard to title to all the estate which the defendant acquired under the principal agreement, and the words "if any" could not be implied; and in regard to the quantity of land, to the whole of the parcel coloured red in the plan annexed to that agreement. Judgment was consequently awarded in favour of the plaintiff and the counterclaim of the defendant was dismissed. The learned judge expressed the opinion that the cases of *Harris v. Peperell*, L. R. 5 Eq. 1; *Garrard v. Frankel*, 30 Beav. 445; and *Page v. Marshall*, 28 Ch. D. 555; where relief was granted on the ground of a unilateral mistake, can only be supported on the supposition of there having been also fraud on the part of the defendants, although the judges appear to have shrunk from actually stigmatizing the conduct of the defendants in those cases as fraudulent; and in the absence of fraud he holds that the court has no jurisdiction to put vendors or purchasers of land to their election to rescind or accept rectification, on the ground of a unilateral mistake.

WASTE—LANDLORD AND TENANT—ALTERATION OF NATURE OF DEMISED PREMISES.

In *West Ham Charity Board v. East London Waterworks Co.* (1900) 1 Ch. 624, 12 acres of meadow land were leased for 99 years to the defendant waterworks company for the purpose of constructing a reservoir, but the company did not construct the reservoir, but used the land for grazing purposes down to 1896 when they sublet for a part of the residue of the term to the defendant Base for the purpose of being used as a rubbish shoot. Base took possession and shot quantities of rubbish on the premises thereby raising its surface about ten feet. The plaintiffs claimed that this user of the land amounted to waste, and claimed an injunction restraining the further deposit of rubbish on the demised premises, and damages. The only value of the land at the end of