

84 ac. 3 r. 4 p. or thereabouts, subject to a condition that any incorrect statement in the particulars was not to annul the sale, nor was the purchaser to be allowed any compensation in respect thereof. The property was conveyed to the plaintiff according to a plan of the property which was indorsed on the deed. This plan shewed that there was included in the property purported to be conveyed a strip of land 100 feet long by 36 feet wide, which had originally been part of the farm, but as to which, to the vendor's knowledge, the adjoining proprietor had acquired a title by possession. The conveyance contained the usual implied covenants for title. Sargant, J., who tried the action, held that the inclusion of the strip in the plan could not be treated as *falsa demonstratio*, and that the strip was included in the parcels conveyed. He also came to the conclusion that the condition of sale above referred to could not prevent the purchaser from recovering damages under the covenants for title, for any defect of title to the property conveyed to which such covenants were applicable; and also, that the omission of the vendor to prevent the adjoining owners from acquiring a title by possession to the strip constituted a thing "omitted or knowingly suffered" by the vendor within the meaning of his covenant and that it was immaterial that the vendor was under no duty to prevent it. He also held that the proper measure of damages in such a case is the difference in value of the land purported to be conveyed and the land which actually passed by the conveyance.

MORTGAGE—FORECLOSURE PROCEEDINGS—RECEIVER—LICENSE BY MORTGAGEES TO THIRD PARTIES TO WORK PEAT ON MORTGAGED PREMISES.

*Stamford Spalding Banking Co. v. Keeble* (1913) 2 Ch. 96. This was an action for foreclosure in which a receiver had been appointed. The mortgaged property consisted of a large tract of land, principally valuable for the peat beds thereon. The plaintiffs applied, before judgment, for the sanction of the court to an exclusive license, which they proposed to grant for a term of years at a premium and royalties, to work the deposits of peat, but Sargant, J., held that the court had no jurisdiction to sanction the proposed license. He, therefore, dismissed the application, but, as he thought the question a fairly arguable one, without costs.