brought on a mortgage, and the defendant set up as a defence the plea of non est factum. The facts were briefly as follows: the defendant had been a solicitor's clerk and while in that employment several properties had been conveyed to him as the solicitor's nominee, but for the benefit of the solicitor. Having left this employment the solicitor presented to him for signature deeds in reference to the properties so conveyed, and on his asking the nature of the deeds he was informed that they were deeds conveying the properties to the solicitor, and, relying on that representation, he signed the deeds. One of them turned out to be the mortgage now sued on in favour of one Whitaker, to whom the solicitor was indebted, and contained a covenant by the defendant for the payment of the mortgage money. The plantiff was assignee of the mortgage. Warrington, J., held that the alleged misrepresentation being only as to the contents of the deed which, however, was known by the defendant to deal with the property in question, the defence of non est factum failed, and the defendant was liable on the covenant.

VENDOR AND PURCHASER—ERROR IN CONVEYANCE—COMMON MISTAKE—RECTIFICATION—LACHES.

Beale v. *Kyte* (1907) 1 Ch. 564 was an action by a vendor for rectification of the conveyance made to carry out the sale. The contract was made in 1900 and was for the sale to the defendant of three parcels numbered 101, 102 and 103 "on the plan annexed" to the contract. In 1905 the plaintiff sold to another person parcel No. 104, and the vendee of that lot proceeded to build, and in 1906 had nearly completed his building, when the defendant complained that he was encroaching on his land; and on examination of the deed to defendant the plaintiff found that the measurement of the land conveyed to the defendant did not agree with the measurement as shewn on the plan annexed to the contract, but encroached on parcel 104. The plaintiff on discovering the mistake immediately commenced this action. The defendant contended that the plaintiff had been guilty of laches and on that ground was not entitled to relief; but Neville, J., finding on the evidence that there had been in fact a common mistake, held that the plaintiff having commenced his action without delay after discovering the mistake, had not been guilty of any laches, and that the time to be considered is not the date of the instrument, but that at which the mistake was discovered by the plaintiff.