

referred to a number of cases which counsel argue sustain the plaintiff's right to recover on the facts alleged, and which may be classified as follows: (1) Cases in which the owner of land has made or permitted a dangerous excavation, embankment, or the like, so near a public highway as to injure one in the rightful use thereof. The principle which underlies this class of cases is, as we have seen, that the owner of land is required to so use it as to not imperil the life or property of another, and they are therefore not authority in case at bar. (2) Cases in which the defendant had negligently left exposed dangerous machinery likely to attract children, and resulting in their injury. Illustrative of this class, which constitute a recognized exception to the rule, are the so-called "turn-table cases." (3) Cases where the plaintiff was injured while upon the defendant's premises by invitation of the latter, and where the negligence consists in a failure to keep such premises in a reasonably safe condition. But in no case cited has a recovery been allowed on a state of facts substantially like those alleged in the petition under consideration.—*Cent. Law Jour.*

A VENDOR'S RIGHT TO RESCIND.—Few clauses can be found in any ordinary set of conditions of sale which are now better known than the clause enabling the vendor to annul the sale if the purchaser insists upon any objection or requisition as to title, conveyance, or otherwise which the vendor is unable or unwilling to remove or comply with. It was not always so well known, and it has not become a common form among conveyancers without some reservations. Mr. Justice Pearson, indeed, regarded the clause with much disfavour, and especially such portion of it as enabled the vendor to rescind instead of complying with a requisition as to conveyance made by the purchaser. "I regret exceedingly to hear," said his lordship, "that it is now a common practice to insert a condition providing that if the purchaser shall insist on any objection or requisition as to the conveyance which the vendor shall be unable or unwilling to remove or comply with, the vendor shall be at liberty to rescind the contract for sale" (*Hardman v. Child*, 54 Law J. Rep. Chanc. 695; L. R. 28 Chanc. Div. 712), and his lordship added that he thought such a stipulation might be proper only when trustees were selling and wished to provide against the purchaser requiring the vendors to obtain the concurrence of the beneficiaries. The con-