

made on account of the recent tendency to introduce long and special provisions into mortgages. The decisions on the Short Form Mortgage Act make some additions necessary, but the length of the mortgage forms used by some loan companies, and a few private lenders is simply appalling. The fee of registering a transfer of a charge is reduced from \$2 to \$1. If more charges than one are transferred by the same instrument fifty cents is to be paid for each additional charge. As most transfers include one charge this is a very considerate reduction.

This publication, for which we are indebted to our most efficient and courteous Master of Titles, will be found extremely useful to the increasing number who have business in the Land Titles offices. The success which has attended this system in this country cannot be remarked upon without at the same time remembering how much of this success is due to the manner in which the Act has been administered by Mr. Scott.

COMMENTS ON CURRENT ENGLISH DECISIONS.

PRACTICE—CONSENT ORDER—WITHDRAWAL OF CONSENT.

In *Lewis's v. Lewis*, 45 Chy. D., 281, counsel for the plaintiff, assuming to carry out a compromise which had been agreed to by his client, consented to an order. Before the order was drawn up the plaintiff's solicitors discovered that the minutes of the order which had been consented to, did not properly carry out the agreement to which the plaintiff had assented, and an application was then made to withdraw the consent, which Kekewich, J., allowed to be done; holding that the case differed from *Matthews v. Munster*, 20 Q.B.D., 141, where the compromise had been agreed to by counsel by virtue of his inherent authority, and not in pursuance of instructions, as in this case, and as to which he was of opinion there had been a misunderstanding.

PRACTICE—DISCOVERY—DOCUMENTS OF TITLE—PRIVILEGE—AFFIDAVIT ON PRODUCTION, CONCLUSIVENESS OF.

Morris v. Edwards, 14 App. Cas., 309 (which is noted *ante* vol. 25, p. 520), although only a practice case, has nevertheless arrived at the House of Lords. Their lordships held (affirming the Court of Appeal) that the defendant's affidavit of documents was sufficient in stating that the documents objected to be produced related solely to his own title, and did not tend to prove or support the plaintiff's title, and it was unnecessary to allege that they did not impeach the defence; and also that a contentious affidavit was inadmissible to contradict the defendant's affidavit. This point ought now to be set at rest.

PRINCIPAL AND AGENT—AUTHORITY OF AGENT TO BORROW—LIABILITY OF PRINCIPAL WHERE AGENT EXCEEDS HIS AUTHORITY.

Montaignac v. Shitta, 15 App. Cas., 357, is a decision of the Privy Council on the law of principal and agent, the question being whether a principal was bound by the act of his agent where the agent had acted in excess of his authority. The action was brought to recover a loan made by the plaintiff to the defendants through their agent, and the defendants claimed that the agent had exceeded his authority in agreeing to the terms and rate of interest on which the money was