

receiving order. The infant got the receiving order rescinded and the petition dismissed, leave being reserved to the plaintiff to take such proceeding as she might be advised for asserting any right she might have in equity against the infant for having induced the contract of sale by falsely and fraudulently representing that he was of full age. The proceeding which she selected was an action in the King's Bench Division before a judge and a common jury, and in that action she recovered judgment for £130. Only for special circumstances the learned judge, Mr. Justice Lush, appeared willing to give judgment for the full value of the goods. This was the case of *Stocks v. Wilson* (1913), 2 K.B. 235.

On the 9th May, in the case of *R. Leslie Limited v. Shiell*, 29 Times L. Rep. 554, the plaintiffs, who were registered money-lenders, were induced to lend to the defendant, a minor, a sum of £400 upon his false and fraudulent representation that he was of full age. The plaintiffs brought an action in the King's Bench Division before a judge without a jury, and recovered judgment for the full amount of the loan.

Much water has run under London Bridge since 1665. Has there been enough to submerge *Johnson v. Pie*? If so, the Court of Chancery has supplied the flood. That court exercised a special auxiliary jurisdiction in rescinding deeds and conveyances on the ground of fraud. Furthermore, it disliked the practice whereby a person, who, having while an infant, made a disposition of property and obtained a benefit by so doing, persisted when he came of age in retaining the benefit while he repudiated the rest of the transaction. In such cases the court was inclined to find fraud on somewhat slight evidence. Having done so, it would not allow the person to retain the benefit. The practice of the court was uncertain and undefined, as appears from the judgment of Vice-Chancellor Knight Bruce in *Stikeman v. Dawson* (1847), 1 DeG. & Sm. 90. "Unquestionably," said the Vice-Chancellor, "it is the law of England that an infant, however generally for his own sake protected by an incapacity to bind himself by contracts, may be *doli capax* in a civil sense,