

special leave of appeal shall be exercised subject to reservation for her Majesty's pleasure. These differences are important, and well worth the time spent in the discussion which brought them about. Experience will probably teach the Australians the value of such a final court of appeal as the Imperial Privy Council, especially when it has been reinforced and reorganized in the manner proposed by Mr. Chamberlain.

In this question of the appeal to the Privy Council, in the choice of the names of Commonwealth and States in preference to those of Dominion and Provinces, in the distribution of powers between the central and local authorities, and in the election of the members of the second chamber of the Legislature, the framers of the Australian Act of Confederation have followed the American in preference to the Canadian model, with the result of arriving much more nearly at a position of independence than was contemplated, or achieved, by the fathers of the confederation of the Provinces of British North America.

ENGLISH CASES.

EDITORIAL REVIEW OF CURRENT ENGLISH DECISIONS.

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VENDOR AND PURCHASER—COVENANT FOR TITLE—WRITTEN CONTACT—MISTAKE—RECTIFICATION—PAROL EVIDENCE TO VARY WRITTEN CONTRACT.

In *May v. Platt* (1900) 1 Ch. 616 the plaintiff sued for damages for breach of an implied covenant for title. The defendant under what is hereafter called the principal agreement, was entitled inter alia to a lease of a parcel of land coloured red on a plan annexed to the agreement, this interest he contracted to sell to the plaintiff, and in pursuance of such contract conveyed to the plaintiff "all his estate term and interest, under and by virtue of the principal agreement in the piece of land coloured red in the plan annexed to the principal agreement." Prior to the deed it appeared that the plaintiff had in fact released a part of the land coloured red, called plot A, as to which consequently he was unable to make title. The action was brought to recover damages occasioned by the deficiency. The defendant tendered evidence to show that before the contract of sale was made the plaintiff's agent was shown an amended plan, and that the agent intimated that the difference in