

of, and refuse to give effect to, any such contract, and he therefore dismissed the action with costs. The defendants counterclaimed for repayment of the part of the commission which they had paid, on the ground of failure of consideration, and this also was dismissed with costs.

PRINCIPAL AND AGENT—CHARTERPARTY—CONTRACT BY PARTY
 "AS CHARTERERS"—CLAIM OF UNDISCLOSED PRINCIPAL TO
 BENEFIT OF CONTRACT.

Redebiakt'ebolaiget v. Hani (1918) 2 K.B. 247. In this case a firm of Hansen Bros. had entered into a charterparty with the plaintiff. In the charterparty Hansen Bros. were described "as charterers" and by the terms of the charterparty the charterers were to give the owners notice at which port and about which day the vessel would be re-delivered. If dissatisfied with the officers the charterers might make complaint with a view to changes being made; and the "charterers" were to furnish the captain from time to time with all necessary instructions. The charterparty provided for arbitration in case of any disputes arising under the charterparty. On Hani claimed the benefit of the charterparty as being the undisclosed principal of Hansen Bros., and claimed the right to institute arbitration proceedings thereunder; the present action was brought to restrain him from taking such proceedings. Rowlatt, J., who tried the action, held that the contract must be taken to have been made by Hansen Bros. as principals, and that Hani was not entitled to intervene and claim the benefit of it; that the words "as charterers" were not mere words of description, but a term of the contract.

RAILWAY COMPANY—REFRESHMENT ROOMS—OPTION OF RENTING
 —CHOSE IN ACTION—ASSIGNABILITY—UNCERTAINTY—ULTRA
 VIRES.

County Hotel and Wine Co. v. London and N.W. Ry. (1918) 2 K.B. 251. This was an action to enforce an option to rent the refreshment rooms at a railway station. The option was contained in a lease for 999 years of a piece of land adjacent to the station, which provided that the tenant or occupier of the hotel to be erected on the demised premises should have the option of renting the refreshment rooms at the station, subject to the rules to be fixed by the committee for the management of the station. The lease was made in 1853 by the defendants' predecessors in title of the railway, and was made to the plaintiffs' predecessors in title, and the plaintiffs claimed to be entitled to the benefit of the option