

defendant was not liable for the costs of the action brought on the award. The fact that the plaintiffs knew of the outstanding claim when they took their conveyance was held not to preclude them from making the claim to be indemnified against the same.

CONTRACT—SALE OF CHATTELS—EXECUTED CONTRACT—MISREPRESENTATION—RESCISSION—DELAY.

*Seddon v. North Eastern Salt Co.* (1905) 1 Ch. 326 was an action to rescind a sale of the shares of a limited company. The contract was completed in October, 1903, when the plaintiff, as the purchaser of all the shares, took possession of the business of the company and carried it on until 20th January, 1904, when he commenced the present action. The plaintiff claimed that in the negotiations which led to the purchase it was represented that the company's net trading loss had not been over £200: but on an audit made of the company's affairs, in December, 1903, it appeared that a loss of £900 had been made. No fraud was charged or proved against the vendors, and Joyce, J., held that in the absence of fraud a purchaser is not entitled to the rescission of an executed contract. That in the present case the utmost that was shewn was an innocent misrepresentation, which, though a good ground for the Court refusing to enforce an executory contract, was nevertheless an insufficient ground for rescinding an executed one. Moreover, the delay which had taken place was itself a bar to the granting any such relief.

MUNICIPALITY—ROAD—MAINTENANCE AND REPAIR OF ROAD—MANDATORY ORDER—LOCAL GOVERNMENT ACT, 1888 (51 & 52 VICT. c. 41), s. 11—(3 EDW. VII. c. 19, ss. 601, 606 (O.)).

*Attorney-General v. Staffordshire* (1905) 1 Ch. 336 was an action brought by the Attorney-General at the relation of two private persons to compel the defendants to execute certain works for the maintenance and repair of a public road. The defendants were a County Council, and by the Local Government Act, 1888, the road in question was vested in them, and by that Act it was to be wholly maintained and repaired by them (see 3 Edw. VII. c. 19, ss. 601, 606(O.)). At a certain point the road was cut out of the side of the hill, and in such places was supported on the lower side by embankments, and a retaining stone wall. These embankments and wall had become out of repair. The plaintiff claimed a declaration that the defendants were liable to repair and maintain the embankments and a mandatory order commanding them to make such repairs. Joyce, J., on the evidence, found that the road was duly maintained and not out of repair, but he