

determining these questions Farwell, J., held that he was bound to take judicial cognizance of the status and boundaries of foreign states, and if his personal knowledge of the matter was insufficient he was bound to apply to the Secretary of State for Foreign Affairs and that his answer would be conclusive on the parties, a course which he deemed necessary to take in the present case.

VENDOR AND PURCHASER — COMPENSATION — RESTRICTIVE COVENANTS — SPECIFIC PERFORMANCE.

Rudd v. Lascelles (1930) 1 Ch. 815, was a purchaser's action for specific performance of a contract for the sale of land, with compensation on the ground of undisclosed restrictive covenants affecting the property. There was no provision in the contract for compensation for defects. The covenants in question related to building and user of the premises. The plaintiff claimed that these covenants depreciated the value of the property £1000, and he stated that he had lost a sale at an advance of £1000 solely on the ground of the restrictive covenants. Farwell, J., was of opinion that the jurisdiction to enforce specific performance with compensation in cases where there is no provision in the contract regarding compensation rests on the equitable estoppel referred to in *Mortlock v. Buller*, 10 Ves. 292, 315, viz., that a vendor representing and contracting to sell an estate as his own cannot afterwards be heard to say he has not the entirety. In the present case there was no representation beyond the mere offer to sell, and the purchaser knew that the vendor was ignorant as to his title, so that Farwell, J., considered that there was no such representation as would raise an equitable estoppel. To enforce the contract with compensation he considered would not be proper, because of the difficulty of assessing compensation, and because it would be virtually imposing a new contract on the parties, and that the plaintiff's own statement that he had lost a sale at £1000 advance would seem to indicate that the price he had agreed to pay was the proper value of the property, subject to the restrictive covenants. He therefore dismissed the action with costs.

COMPANY — SHARE CERTIFICATE — ESTOPPEL — DIRECTOR, DUTY OF.

In *Dixon v. Kennaway* (1900) 1 Ch. 833, the plaintiff sued a joint stock company and the chairman of its board of directors, claiming a declaration that the plaintiff was entitled to 30 shares,