

dant was convicted by a magistrate for assaulting a police constable in the execution of his duty, and by inadvertence the constable, who was assaulted, gave his evidence without being sworn. Upon the attention of the magistrate being called to the mistake, he later, on the same day, reheard the case, all the evidence being then given upon oath, and again convicted the defendant, and the motion was to quash this second conviction, upon the ground, *inter alia*, that at the time of the conviction, the defendant had been previously put in peril in respect of the same offence, but the Divisional Court (Lord Alverstone, C.J., and Pickford, and Avory, J.J.) overruled the objection, holding that the first conviction was invalid, and that the magistrate, notwithstanding it, had jurisdiction to rehear the case upon proper evidence.

VENDOR AND PURCHASER—SALE OF LAND—CONTRACT IN WRITING
—SIGNATURE BY PURCHASER—CORRESPONDENCE REFERRING
TO PARTICULARS—PARTICULARS AND CONDITIONS OF SALE—
DEPOSIT NOT PAID—MEASURE OF DAMAGES—STATUTE OF
FRAUDS—EVIDENCE.

Dewar v. Mintoft (1912) 2 K.B. 373. This was an action to recover damages for breach of contract to purchase land. The contract for sale provided that on failure to carry out the contract the deposit required by the conditions of sale should be forfeited, and that the vendor might re-sell. The defendant became the purchaser, but before paying the required deposit he repudiated the contract and the land was re-sold at a loss, but the loss was less than the amount that the defendant would have deposited had he carried out his contract. Horridge, J., held that in these circumstances, the measure of damages was not the actual loss on the re-sale, but the amount of the deposit which the defendant ought to have paid. The judgment also discusses the question as to the sufficiency of the contract, under the Statute of Frauds, and determines that the contract may be, and was in this case, sufficiently evidenced under the statute by a letter in which the purchaser sought to repudiate his contract, but which letter contained an explicit admission of its terms and referred to the particulars of sale, though not the conditions, but which the learned Judge held were also included because when the particulars were produced it appeared that they and the conditions of sale formed but one document.