

misdescription, in which the vendor counterclaimed for specific performance. The property offered for sale was stated to border on a lake and to contain 5 ac. 26 p. The conditions stated the property is believed and shall be taken to be correctly described as to quantity and otherwise, and went on to provide that in the event of any misdescription being discovered the purchaser was not to be entitled to compensation in respect thereof. The only part of the property the vendor shewed a good title contained only 4 ac. and 3 roods. Another part of the property offered for sale bordered on the lake, and as to this only a possessory title was offered for less than forty years. Buckley, J., held that the authorities established that it was only to small and comparatively trifling defects that the clause excluding compensation applied, that here there was a material misdescription, and the purchaser was not getting what he had purchased and was not bound to accept less than a forty years' title to the part to which a possessory title was offered. The plaintiff's claim to rescission and refund of his deposit was therefore allowed and the defendant's claim for specific performance dismissed.

**VENDOR AND PURCHASER—TITLE—ADVERSE RIGHTS—NOTICE OF POSSESSION.**

*Hunt v. Luck* (1901) 1 Ch. 45, was an action by the plaintiff impeaching a conveyance of lands to one Gilbert made by her deceased husband Dr. Hunt, of whose estate she was the real representative under his will on the ground of the fraud of Gilbert. The defendants were the representatives of Gilbert and certain mortgagees to whom he had mortgaged the land. As against the mortgagees the question arose how far they were affected with notice of the infirmity of Gilbert's title. Gilbert was the agent of the deceased Dr. Hunt, and had, received the rents of the land and paid them over to Dr. Hunt up to the time of his death, notwithstanding the alleged deed to him, and was so doing when the mortgages were made. The plaintiff contended that the mortgagees were guilty of negligence, and that if they had made proper inquiries of the tenants of the land they would have learned that Dr. Hunt was really the owner of the land. It appeared that the rents were collected by one Woodrow, who by arrangement with Dr. Hunt remitted them to Gilbert, who paid them to Dr. Hunt. The mortgagees had notice that Woodrow collected the rents, but did not ascertain on whose behalf he was receiving them. The