

in such circumstances it was an insufficient memorandum within the Statute of Frauds. The learned Judge came to the conclusion that Romer, J., must have been of the opinion in *Filby v. Hounsell*, (1896) 2 Ch. 737, that the agent there was personally liable on the contract, although he considered that he was not warranted in that conclusion. But, assuming that he thought it was unnecessary that the agent should be personally bound by the contract, then he considered his decision was opposed to *Rossier v. Miller*, 3 App. Cas. 1124, which he considered governed the case. The action therefore failed.

PRINCIPAL AND AGENT — UNDISCLOSED PRINCIPAL — ACTION
AGAINST AGENT ALONE—EXAMINATION FOR DISCOVERY—
INQUIRY AS TO NAME OF ALLEGED PRINCIPAL.

Sebright v. Hanbury (1916) 2 Ch. 246. This was an action for specific performance of a contract for the sale of pictures. The plaintiff sought to examine the defendant as to whether in making the contract he was acting as agent for an undisclosed principal, and he sought to amend his pleadings by setting up the alleged agency of the defendant. The question, as Younger, J., put it, was whether an amendment ought to be made, or interrogatories allowed, the object of which is not to support the existing proceedings, or to make them regular and effective against the present defendant, but to secure for the plaintiff some other person liable under the contract in substitution for, and not jointly with the present defendant; and he came to the conclusion that it would be entirely contrary to the practice to accede to such an application.

LANDLORD AND TENANT—DEMISE OF BUSINESS PREMISES—RESER-
VATION OF PASSAGEWAY BENEATH DEMISED PREMISES—AL-
TERATION IN USER OF PASSAGEWAY BY LANDLORD—QUIET
ENJOYMENT—TEMPORARY ANNOYANCE TO TENANT.

Phelps v. London (1916) 2 Ch. 255. This was an action by a tenant against his landlords to restrain the defendants from using a passageway beneath the demised premises to the annoyance of the plaintiff. In the lease to the plaintiff made by the defendants of certain business premises in the city of London, the defendants reserved a passageway beneath the premises; at the time of the lease this passageway was floored with concrete and the walls thereof were faced with glazed brick. Seventeen years after the granting of the lease and during the term, the defendants removed the floor of the passage and the tie girders which supported the