

EVIDENCE—ADMISSIBILITY OF EVIDENCE TO CONTRADICT WITNESS AS TO IMMATERIAL POINT.

In re Haggenschmachers' Patents (1898) 2 Ch. 280, was a petition presented to revoke a patent on the ground of prior user at a particular place. The petitioner's witness proved the prior user at the place named in the petition, and in cross-examination stated that he had also seen the invention used on other occasions prior to the patent. The respondent tendered evidence to contradict the witness as to the alleged user on such other occasions, but Romer, J., held it to be inadmissible, as not being material to the issue raised by the petition.

VENDOR AND PURCHASER—CONDITION AS TO RESCISSION—RESCISSION AFTER ACTION COMMENCED—COSTS.

In *Isaacs v. Towell* (1898) 2 Ch. 285, the plaintiff had purchased land subject to a condition that if any requisition were made which the vendor should be unable to remove, "notwithstanding any intermediate negotiation," the vendor should be entitled to rescind, and the purchaser to get back his deposit. Nothing was said in the condition as to litigation. The plaintiff objected that the defendant had misrepresented that the property was freehold, when in fact title was only shown to a term under an under lease, and on this ground the action was commenced for rescission, and return of the deposit, and payment of expenses for investigating the title. Before entering an appearance the defendant gave notice rescinding the contract and that he had authorized the auctioneer to return the deposit, which the plaintiff refused to accept. An appearance was then entered and the plaintiff proceeded with the action. Byrne, J., held that, notwithstanding the commencement of the action, the defendant was entitled to rescind the contract, the alleged misrepresentation not being established. Under the circumstances the plaintiff was held entitled to the deposit, and the costs up to the notice of rescission, and was ordered to pay the plaintiff's costs of the action subsequent to the notice.

JOINT CONTRACTORS—JUDGMENT BY CONSENT AGAINST ONE JOINT CONTRACTOR—RELEASE OF JOINT CONTRACTOR.

McLeod v. Power (1898) 2 Ch. 295, is an important case to be remembered in actions against joint contractors, inasmuch