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requires care and skill, whether he takes it for reward or gratuitously, a fail-
ure to exercise the measure of care and skill appropriate to such employment
is culpable negligence, and if damages result therefrom an action will lie." Such a doctrine as this indicates that under some circumstances the in-
vitor would be bound to exercise a high degree of care. It means that the invitee can recover for any injuries due to the active negligence of the in-
vitor.

PERPETUITY—LEASE NOT TO COMENCE WITHIN TWENTY-ONE YEARS—
VALIDITY—INTERESSE TERMINI.—The plaintiffs were in possession of a beer
house under a lease for fifty years, granted in 1896. The reversioner in
fee granted a lease, dated March 25, 1917, of the premises to the plain-
tiffs, commencing immediately upon the expiration of the first lease. Held,
the lease is not void as offending the rule against perpetuities. Mann, Cross-
man & Paulin Lim v. Land Registrar, 87 L. J. Ch. 81.
The question here is whether the interesse termini which undoubtedly the
tenant in futuro takes is a vested, executory or contingent interest. If it is
vested it does not come within the rule of perpetuities. If it is executory or
contingent it does. There is no objection on the ground of remoteness to a
gift to unborn children for life and then to an ascertained person provided
the vesting of the estate in the latter is not postponed too long. Loring v.
Blake, 98 Mass. 253; Evans v. Walker, 3 Ch. D. 211; In re Roberts, 19 Ch. D.
520. The instant case has never been expressly decided by the English
Courts. In Redington v. Brown, 32 Ir. L. R. 347, however, it was decided
that such an agreement creates a vested interest. In Gillard v. Cheshire
Lines Committee, 32 W. R. 943, the plaintiff who had agreed to take a
theatre for eight weeks to commence at a future time was allowed to main-
tain an action, for injury to a vested proprietary right, against the defendant
who had made excavations and deprived the theatre of the support of the
adjacent land. A bequest to an unmarried daughter for life and then to her
children for their lives and then to a certain religious corporation vests an
absolute estate or interest in the corporation subject to the preceding life
estates. Seaver v. Fitzgerald, 141 Mass. 401. The text books are divided as
to the validity of a lease such as the one in question. Speaking generally
the older text books regard it as bad and the modern ones as valid. In Prest-
ton on Estates, Vol. I., p. 66, it is said that the holder of such an interest
has not a vested interest because he has not any seisin or in other words
such present right as will enable him to exercise an immediate act of own-
ship by alienation. An interesse termini has always been alienable and
executory interests have been made alienable by statute, so the whole reason
disappears. A situation closely analogous to the present case is that of a
cozenment by the lessor for the perpetual renewal of a lease. A covenant for
renewal for successive lives to be nominated by lessees does not violate the
law against perpetuities. Pollock v. Booth, 91 R. R. Eq. 229. Such a co-
venant is an exception to the rule. Woodall v. Clifton (1905), 2 Ch. 257. In
a large number of states of the United States the rule of perpetuities is two
lives in being and infancy of the person to take. If a case like the instant
Principal and Agent—Execution of Contract—Signature of Agent—

Introductory Headings.—The terms of the contract sued on were stated in a bought note given by the plaintiffs to the defendants: "To H. N. Morris & Co. * * * Manchester. For and on behalf of:—Messrs. Sayles Bleachers, Saylesville, Rhode Island, U. S. A. We have this day bought from you 60 tons pure aniline oil, * * f. o. b. Manchester. * * * (Signed) H. O. Brandt & Co." The contract was entered into after war had broken out when every contracting party was required to state the destination of the goods. Defendant claimed that the plaintiffs had no right to bring the suit since the contract was not made to them as buyers, but "to Sayles Bleachers * * * * as buyers through the plaintiffs as their agents;" that this was the true construction of the phrase "for and on behalf of etc." Held, by Viscount Reading, C. J., and Scrutton, L. J., that the plaintiff's action was the true construction of the phrase "for and on behalf of etc." Held, by Viscount Reading, C. J., and Scrutton, L. J., that the plaintiff's action was well brought; that when a man signs a contract in his own name he is prima facie a contracting party; that the expression, "for and on behalf of etc.," must be treated as a declaration of the destination of the goods since it was not placed in the body of the contract but in the heading only. Neville, J., dissenting, argued: "The words used here are perfectly plain. It may well be that they serve a double purpose, both to give the required information facie a contracting party; that the expression, "for and on behalf of etc.," well brought; that when a man signs a contract in his own name he is prima facie a contracting party; that the expression, "for and on behalf of etc.," must be treated as a declaration of the destination of the goods since it was not placed in the body of the contract but in the heading only. Neville, J., dissenting, argued: "The words used here are perfectly plain. It may well be that they serve a double purpose, both to give the required information and to show the character in which one of the parties is contracting. That, however, does not justify me in depriving words of the plain meaning which, to my mind, they undoubtedly bear." Brandt & Co. v. Morris (C. A., 1918), 87 L. J. R. (K. B.) 101.

There is a general rule that an agent who signs a contract in his own name is personally liable and can sue and be sued in his own name; but if he expresses "by some form of words that the writing is the act of the principal," though done by the hand of the agent, the principal may be bound. Tucker Mfg. Co. v. Fairbanks, 98 Mass. 101. The question in the principal case was whether there was apparent on the face of the contract any intent to bind the principal. After a very vigorous search the writer has been able to find but one American case directly in point; it supports the conclusion of the principal case and is, indeed, very closely analogous. General Electric Company v. Gill, et al. 127 Fed. 241 (affirmed in 129 Fed. 349). Evidence of surrounding circumstances was allowed in both cases, then, to construe an ambiguity; there was no direct evidence of intent whatever. If we are to hold with the leading case of Carpenter v. Farnsworth, 106 Mass. 561, 8 Am. Rep. 360, that the court should always lay "hold of any indication on the face of the paper, however informally expressed, to enable it to carry out the intention of the parties," then it appears that there is a good deal of force to the dissenting view in the principal case. See also Sun Printing and Publishing Association v. Moore, 183 U. S. 642; Lutz v. Van Heyningen Brokerage Company, 75 So. 284 (Ala.); Frambach v. Frank, 33 Colo. 529; Mechem, The Law of Agency (1914), 1135.