house was to let appeared in the windows, by plaintiffs' authority, and they attempted to let the house; and, during 1870, some of the plaintiffs' workmen in their business occupied the house part of the time. In March, 1872, the house was let, and plaintiffs brought action for the rent up to that time. *Held*, that there was no evidence of a surrender of the defendant's lease by operation of law.—*Oastler* v. *Henderson*, 2 Q. B. D. 575.

2. Document signed by plaintiff and defendant, as follows: "Jan. 26. Hand agrees to let, and Hall agrees to take, the large room, &c., from 14th February next until the following Midsummer twelvemonths, and with right at end of that term for the tenant, by a month's previous notice, to remain on for three years and a half more." *Held*, reversing the decision of the Exchequer Division, that the contract must be divided, and that it contained an actual demise, with a stipulation superadded that the tenancy should on notice be renewed for three years and a half at the tenant's option.—*Hand* v. *Hall*, 2 Ex. D. 355; s. c. 2 Ex. D. 318.

3. The defendant let F. a house under a lease by which F. was to do all the repairs, with certain exceptions. The house was, at the time of the lease, in good repair, and the lease contained no stipulation that defendant should do any repairs. During the tenancy, owing to a portion of the house included in the exceptions being out of repair, a chimney-pot fell on the head of plaintiff, who was a servant of F., and injured him. *Held*, that he could not recover of the defendant.—*Nelson* v. *The Liverpool Brewery Co.*, 2 C. P. D. 311.

See LEASE 2.

LEASE.

1. B. conveyed an eating-house in lease, and covenanted that he would not let any house in that street "for the purpose of an eating-house;" but it was provided that the covenant should not bind B.'s heirs or assigns. He then let another house in the street, and the lessee covenanted with him that he would not carry on any business there without a license from B. Both leases were assigned, and the assignee of the first brought suit against the assignee of the second and B., to restrain them respectively from carrying on or allowing to be carried on the business of an eating-house. *Held*, that B.'s covenant was not broken, and the assignee of the second lease could not be restrained.—*Kemp* v. *Bird*, 5 Ch. D. 974; s. c. 5 Ch. D. 549.

2. A lessee covenanted to make repairs, upon six months' notice. Notice was duly given Oct. 22, 1874, and the lessee replied asking if the lessor would purchase the short leasehold interest remaining. The lessor replied, asking the price; and the lessee answered, giving it. Dec. 31, 1874, the lessor replied that, having regard to the condition of the leased premises, the price was too high, and asked a reconsideration of the question of price; and stated that he should be glad to receive a modified proposal. In January, 1875, the lessor wrote the lessee, asking for the rent, and made some inquiry arising out of their relations. The lessee replied, giving the information. April 13, 1875, the lessor wrote the lessee, saying the time for repairs would expire April 21, 1875. The repairs were completed about June 15, 1875. April 28, the lessor began an action of ejectment for failure to repair according to the covenant. *Held*, that the lessee was entitled to equitable relief from forfeiture, on the ground that the negotiations following the original notice to repair had the effect of suspending the operation of that notice till Dec. 31, from which time the lessee had, accordingly, six months to repair.—*Hughes* v. *The Metropolitan Railway Co.*, 2 App. Cas. 439; s. c. 1 C. P. D. 120.

See LANDLORD AND TENANT, 1, 2.

LEGACY.

1. Testator left a fund in trust to keep in repair a certain tomb, and, when the surplus income reached £25, to pay the balance above £20, from time to time, for the relief of three poor persons in each of the parishes of C. and S. *Held*, that, as the provision about the tomb was void, the whole income should be applied to the second object.—*In re Williams*, 5 Chan. D. 735.

2. A testator, after certain specific bequests, proceeded: "I direct that my . . . debts, including a debt of £300 owing from me to my daughter Jane, be paid." He owed his daughter Jane only £150. *Held*, that an intention to make Jane a bequest could not be understood, and that she was not entitled to the other £150.—*—Wilson* v. *Morley*, 5 Ch. D. 776.

3. 23 & 24 Vict. c. 145 § 26, provides that, where property is held by trustees in trust for an infant, either absolutely, or contingently on his attaining the age of twenty-one years, it shall be lawful for the trustees to apply towards his maintenance or education "the whole or any part of the income to which such infant may be entitled in respect of such property." Testator left property in trust to pay his daughters, while under age and unmarried, £50, each, yearly, and to his sons (except the eldest), while under twenty-one, a like sum; and to accumulate the surplus to become part of his residuary estate. He gave £4,000 to each of his sons (except the eldest), when they should become twenty-one, and a like sum to each of his daughters, when they should become twenty-one or marry, He made his eldest son residuary legatee. *Held*, reversing the decision of HALL, V. C., that the legacies to the daughters bore no interest till they were due, and that, therefore, neither at common law or under the statute could the trustee be ordered to apply any of the income from said legacies to the support of the daughters under age, even though