

was within the Act, and triable in England; and that the acts of which the accused had been guilty, were an adherence to the King's enemies, and also a giving aid and comfort to them.

CONTRACT — CONDITION—SUSPENSION OF DELIVERY—PREVENTING OR HINDERING DELIVERY—WAR—SHORTAGE OF SUPPLY—RISE IN PRICE.

*Wilson v. Tennants* (1917) 1 K.B. 208. This was an action to enforce a contract for the supply of magnesium chloride. The contract was subject to a condition that deliveries might be suspended pending any contingencies beyond the control of the sellers or buyers (such as war), causing a short supply of labour, fuel, raw material, or manufactured produce, or otherwise preventing or hindering the manufacture, or delivery of the article. Owing to the war there was a shortage of supply, and the price rose, and the defendants claimed under the clause above mentioned a right to suspend deliveries during the war. Low, J., who tried the action, gave effect to this contention, but the Court of Appeal (Lord Cozens-Hardy, M.R., and Pickford, L.J., and Neville, J., the latter dissenting), held that the mere shortage of supply, which did not in fact prevent or hinder the delivery of the goods, was not within the condition, and that the condition referred to a physical, or legal prevention, and not to an economic unprofitableness, arising from a rise in price.

LANDLORD AND TENANT—LEASE UNDER SEAL—OVERHOLDING TENANT—LIABILITY OF TENANT OVERHOLDING—RIGHT OF LESSOR TO SUE OVERHOLDING TENANT ON EXPRESS COVENANTS IN LEASE—CONVEYANCING ACT, 1881 (44-45 VICT. c. 41) s. 10—(R.S.O. c. 155, s. 5).

*Blanc v. Francis* (1917) 1 K.B. 252. This was an action by an assignee of the reversion against an overholding tenant for breach of a covenant to repair. The covenant was contained in the lease under which the lessee had entered. It was contended that under the Conveyancing Act, 1881, s. 10 (see R.S.O. c. 155, s. 5) the tenant, notwithstanding the lease had expired, still remained liable under the covenants in the lease, and that the plaintiff, as assignee of the reversion, was entitled to recover for the breach thereof; but the Court of Appeal (Eady, and Bankes, L.JJ., and Lawrence, J.), agreed with the Divisional Court that the Act did not apply to a lease not in writing, and that the plaintiff, as assignee of the reversion, was not entitled