

RECENT ENGLISH DECISIONS.

signed parties do agree that they will marry, and that only to save the female of us from shaming her friends or telling a lie; and that the said marriage shall be no more thought of, except to tell her friends that she is married (unless she should arrive at the following accomplishments, namely: piano, singing, reading, writing, *speaking* and *deportment*); and whereas these said accomplishments have in no way been sought after (much less mastered), *therefore the aforesaid marriage shall be, and is, null and void*; and whereas we agree that the male of us shall keep his harmonium in the aforesaid female's sitting-room, and agree that it shall be there no more than four months, and that from that time the aforesaid and undersigned shall be free in every respect whatsoever of the aforesaid female, as witness our hands, etc., Catherine L. H. Jeffries, William Pritchard Dagg."

Who can doubt, from internal evidence, that it was the "male of us," the elegant and accomplished, but too fastidious, Dagg, who penned this agreement with his own hand? Who can help admiring his heroic condescension in marrying the illiterate "female of us," even though she had in no way sought after, much less mastered, the accomplishments of piano, singing, reading, writing, speaking and deportment? Lastly, who will not deplore the hard-heartedness of the judge who refused to grant poor Dagg's petition, and dissolve his marriage with this uncongenial "female of us?"

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Having disposed of the March numbers of the Law Reports, and the April numbers not having yet arrived, we can now turn to the *Law Journal* Reports for the present year, and note such decisions therein as have not already been reviewed as reported in the Law Reports, and which appear to require notice.

VENDOR AND PURCHASER—LEASE.

In the January number of the *Law Journal* Reports the first case requiring notice, and which has not as yet been reported in the Law Reports, is *Ringer v. Thompson*. This was a summons under the Imp. V. & P. Act, 1874, (R. S. O., c. 109, sect. 3), by the vendor of an under-lease, to have it declared that he had satisfied a requisition as to the performance of covenants in the superior lease, the under-lease being subject to the same rent and the same covenants as the superior lease. The evidence of performance furnished by the vendor, consisted of an affidavit that (i.) he had been in possession of the premises without other disturbance than a certain action brought by the landlord to recover possession for breach of covenant, but stayed in default of delivery of particulars of breaches; (ii.) that he had repaired the premises; (iii.) that to the best of his knowledge and belief the covenants had been performed. Fry, J., held that this, coupled with the fact that the purchaser had access to the premises, but had adduced no evidence of any breach, was such *prima facie* evidence in the affirmative of the performance of the covenants as could be reasonably expected.

LODGERS AND BOARDERS—DISTRESS.

The next case requiring notice, *Morton v. Palmer*, is of importance as it goes far to decide the moot question of what constitutes a "lodger" under the Imp. Lodgers' Protection Act, 1871, which has been adopted by us in 43 Vict. c. 16, Ont. Brett, L. J., after referring to some tests which the Courts have in previous cases given, which help to decide whether a person is a lodger or an under-tenant, says:—"It follows, as it seems to me, that the person who takes in another to lodge must retain power in and dominion over the house, as the master of a house usually does in this country. It is not absolutely necessary that he should live in or sleep in the house: he may live elsewhere, and yet reserve power in and dominion over the house, such as a master of a house does in this country."