

LANDLORD AND TENANT—SURRENDER OF TENANCY—TENANT REMAINING IN POSSESSION AFTER TERMINATION OF TENANCY—EXECUTION—CLAIM OF LANDLORD FOR RENT—8 ANNE, c. 14, ss. 6, 7—COUNTY COURTS ACT, 1888 (51-52 VICT. c. 143), s. 160—(LANDLORD AND TENANT ACT (1 GEO. V. c. 37), ss. 40, 55, ONT.)

*Lewis v. Davies* (1913) 2 K.B. 37. In this case the defendant was the tenant of a farm house and land and agreed with his landlord to give up possession on March 25, 1912. He gave up possession of the land, but was permitted by the landlord to remain in possession of the house without payment of rent until the landlord should require him to give up possession of it. The defendant remained in possession of the house and was so in possession on July 9, 1912, when goods in the house were seized under execution against the tenant. The landlord under 8 Anne, c. 14, ss. 6, 7, and the County Courts Act (see 1 Geo. V. c. 37, ss. 40, 55, Ont.), claimed to be paid out of the proceeds of the execution rent which had become due on 25th March under the tenancy of the farmhouse and land. An interpleader issue was granted and was decided by the judge of the County Court adversely to the landlord, on the ground that a new tenancy had been created on the 25th March, 1912, and that therefore the right to distrain after the termination of the tenancy under the statute of Anne, *supra*, had ceased; but the Divisional Court (Channell and Bray, J.J.) held that the mere permission of the landlord to the tenant to continue in possession did not create a new tenancy in the sense meant in *Wilkinson v. Peet* (1895) 1 Q.B. 516, so as to bar the landlord's right of distress for the previously accrued rent.

GUARANTY—[INDEMNITY—ORAL PROMISE TO ANSWER FOR THE DEBT OF ANOTHER—(GUARANTY OF DEBT OF COMPANY BY DIRECTOR—DEBENTURE CONSTITUTING LIEN ON COMPANY'S ASSETS HELD BY GUARANTOR—STATUTE OF FRAUDS (29 CAR. 2, c. 3), s. 4—(R.S.O. c. 338, s. 5.)

*Davys v. Buswell* (1913) 2 K.B. 51. In this case the defendant counter-claimed against the plaintiff for the price of goods supplied by the defendant to a company of which the plaintiff was a director, and of which the defendant claimed that the plaintiff had guaranteed payment. The plaintiff had advanced moneys to the company and held a debenture which was a floating security on all the assets of the company. The de-