MR. MONTAGU WILLIAMS is reported to have recently laid down that wedding presents cannot be recovered back by the giver from the receiver in the event of the wedding in view of which they were given not taking place. This may seem very hard in some cases, as where family jewels or other heirlooms have been presented, or where the receiver breaks off the marriage without any cause whatever just before the day appointed for it. But whether hard or not, is it good law? We very much doubt it. Lord Hardwicke in *Robinson* v. *Cumming*, 2 Atk. 409, laid down that "if a person has made his addresses to a lady for some time, upon a view of marriage, and upon reasonable expectation of success makes presents to a considerable value, and she thinks proper to deceive him afterwards, it is very right that the presents themselves should be returned, or the value of them allowed to him; but where presents are made only to introduce a person to a woman's acquaintance, and by means thereof to gain her favor, such person is to be looked upon only in the light of an adventurer, and like all other adventurers, if he will run risks, and loses by the attempt, he must take it for his pains." As the defendent in *Robinson* v. *Cumming* was an adventurer, and was not allowed to have his presents back, we have only an *obiter dictum* here, but it is an *obiter dictum* of great weight, and we incline to the opinion that an action would lie to recover presents given in expectation of a marriage which did not take place, as for a gift upon a condition subsequently unfulfilled.—*Law Journal.*

FORFEITURE OF LEASE.—A recent case in the Queen's Bench Division, *Kirkland* v. *Briancourt*, is instructive on the subject of waiver of forfeiture. Certain premises were held under an agreement at a yearly rent of £65, payable quarterly. The agreement contained a very usual stipulation that the lessor should have the right to re-enter the premises if the whole or any part of a quarter's rent should remain unpaid for twenty-one days after any one of the usual quarter-days, and should not be paid when subsequently demanded by letter. On January 16th a letter was sent to the defendant requiring payment of the rent due the previous Christmas. Later in the same month a distress was put in, by which part of the sum owing was recovered. Early in February an action was brought for the balance of rent, and for the possession of the premises. The tenancy was held to be forfeited by the provisions of the agreement, but the question then came in as to whether the distress was not in itself a waiver of the forfeiture, as it was made after the period at which the right to determine the tenancy had accrued to the plaintiff. A statute of Queen Anne gives a landlord the right to distrain at any time within six months of the termination of a tenancy, but former decisions show that this Act applies only where the tenancy is determined in the ordinary course, and not by a forfeiture. If a landlord distrains upon a person who has hitherto been in the position of his tenant, the distress is a recognition that he is so stilll, and is consequently a waiver of the forfeiture of non-payment due before the distress was made. Therefore the plaintiff lost his action of ejectment, but obtained judgment for the balance of rent owing to him, without costs, however. From this it appears that a person