

dations mentioned in a schedule annexed to the notice. The schedule indicated under general headings, repairs which were required to be done to all of the houses, and in a few instances specified repairs required to be made to particular houses. In some instances it required the lessee to examine and repair specified parts of the houses, and the schedule concluded, "and note that the completion of the items mentioned in this schedule does not excuse the execution of other repairs if found necessary." The Divisional Court (Avory and Lush, JJ.) considered the notice was sufficient because it gave the lessee the information necessary to enable him to ascertain the breaches of covenant of which the lessor complained and that the fact that the notice required the lessee to do repairs which he might not be liable to do under his covenants; and the general clause at the end of the schedule did not invalidate the notice, inasmuch as the lessee was only to comply with the repairing covenants and not necessarily with the terms of the notice and the claim at the end, not specifying any breaches, was of no effect. The Court of Appeal (Buckley and Kennedy, L.JJ., Williams, L.J., dissenting) held that the notice was a sufficient compliance with the Act, s. 14(1)—(see R.S.O. c. 155, s. 20(2)) and dismissed the appeal, but Williams, L.J., thought the notice was not sufficiently specific, and was not a specification of "the particular breach" complained of, as required by the Act.

DISTRESS—EXEMPTIONS—GOODS OF STRANGER—GOODS COMPRISED IN HIRE PURCHASE AGREEMENT—LAW OF DISTRESS AMENDMENT ACT, 1908 (8 EDW. VII., c. 53), s. 4—(THE LANDLORD AND TENANTS ACT (R.S.O. c. 155), s. 31.)

Jay's v. Brand (1914) 2 K.B. 132. This was an action for an illegal distress, the facts being, that the plaintiffs had let to one Bray, the tenant of a flat, a quantity of furniture under a hire-purchase agreement, which provided: "If the hirer does not duly perform and observe this agreement the same shall ipso facto be determined, and the hirer shall forthwith return the goods to the owners, and the owners shall be entitled to retake possession of the same, as being goods wrongfully detained by the hirer, and for that purpose to enter on any premises where the goods may be." Bray, becoming in default for rent of the goods, the plaintiffs served on him a written notice terminating the hire-purchase agreement and demanding a return of the goods, and they endeavoured unsuccessfully to retake possession. The next day the landlord of the flat distrained for the rent thereof and took the goods in distress. The plaintiffs claimed that, as before