cluded, there being nothing in the context or the circumstances to modify the natural meaning of the words "without having been married." These words are general and apply to any marriage, (per Viscount Birkenhead.) While in litigation of this class it has been held that a plaintiff, being defeated in the Court, must support the expenses of the appeal, yet there is an exception where in the appellate Courts the appeal discloses a difference of judicial opinion so clear and persistent as to make it plain that there was an important and debatable legal issue. In such case the costs should be paid out of the estate.

Landlord and tenant—Agreement by landlord to keep sea wall in repair — Action for damages for breach of agreement — Implied condition of notice of want of repair.

Murphy and others (appellants) *and Hurly* (respondent) (1922), 1 A.C. 369 (House of Lords). This was an appeal from the Court of Appeal in Ireland. The appellants were judicial tenants of the respondent. The rent payable by them to the landlord was fixed by the Irish Land Commission on the basis that as a condition of the tenancy in each case the landlord should keep in repair a certain sea wall. This sea wall was damaged by heavy weather and as a result the crops and holdings of the tenants were injured. They thereupon claimed damages for breach of the covenant to keep the wall in repair. Held, that it was not necessary to show that the landlord had notice of want of repair. The principle upon which notice is required to be given to a lessor requiring him to repair demised premises in accordance with his covenant before proceedings are taken to obtain damages for the breach is not inherent in the relationship between landlord and tenant. The doctrine depends upon the consideration whether the circumstances are such that knowledge of what may be required to be done to comply with the covenant cannot reasonably be supposed to be possessed by the one party while it is by the other. Such may be the case where the tenant has special knowledge springing from his occupancy of the premises, and where the landlord is in a state of ignorance arising from the absence of such occupancy. There was no such implication in this case.

Vendor and purchaser—Open contract for sale of land—Public right of way—Latent defect.

Yandle and Sons v. *Sutton; Young* v. *Same*, 1922, 2 Ch. 199; Sargant, J. The defendant in these actions agreed with the