

insured a certain sum "in the event of peace between Great Britain and Germany not being concluded on or before the 30th July, 1919." A treaty of peace was signed between these nations on 28th June, 1919, but they did not exchange and deposit ratifications of the treaty until January, 1920. Roche, J., who tried the action, held that peace was not concluded until the exchange of ratifications of the treaty, and therefore that the plaintiff was entitled to judgment.

LANDLORD AND TENANT—LEASE—EXPIRATION OF TERM—NEW TENANCY—IMPLIED TERMS OF NEW TENANCY—COVENANT TO REPAIR—ASSIGNMENT OF PART OF REVERSION—RIGHT OF ASSIGNEE OF REVERSION TO SUE FOR BREACHES OF IMPLIED COVENANT—CHOSE IN ACTION.

*Cole v. Kelly* (1920) 2 K.B. 106. In this case the contest was between an assignee of a reversion of a lease and the tenant, as to the liability of the latter on implied covenants to repair. The facts were somewhat involved. Miss Hammond, who was the lessee of certain premises sub-let them to the defendant for five years from December 25, 1912, this sub-lease contained covenants by the sub-lessee to repair. On October 29, 1914, Miss Hammond died intestate and by agreement between her administrator and the defendant, it was arranged in November, 1917, that the defendant should continue in occupation on a quarterly tenancy terminable on a quarter's notice at any quarter day. Subsequently the administrator sub-let his reversion to the plaintiff less three days. The defendant gave notice to quit and gave up possession, and the present action was brought for breach of her covenant to repair. By the Conveyancing Act, 1881 (44-45 Vict. c. 41), s. 10 (1), an assignee of a lease is entitled to enforce the covenants "therein contained" and it was objected on the part of the defendant that as the quarterly tenancy had been affected by correspondence, although the tenant might be impliedly bound by the covenants in her original lease, yet they were not "contained" in the lease of the reversion of which the plaintiff was assignee, and Lush, J., so held; but the Court of Appeal (Bankes, Scrutton, and Atkin, JJ.), held that the defendant's covenants on her original lease were implied as part of the terms of the renewal lease, and were "contained" therein within the meaning of the statute; and that the plaintiff, though only an assignee of part of the reversion was entitled to recover; but they intimate that without an assignment of the right of action in respect of breaches committed before the sub-lease to the plaintiff, and notice to the defendant, the plaintiff might not be entitled to recover damages in respect of such breaches.