INN—SUFFERING GAMING—IGNORANCE OF LICENSED PERSON—KNOWLEDGE OF SERVAN..

Bond v. *Evans*, 21 Q. B. D. 249, was a prosecution of an innkeeper for breach of a statute which imposed a penalty on any licensed person who "suffers any gaming, or unlawful game, to be carried on on his premises." Gaming had taken place on the defendant's premises to the know' dge of his servant, but without his knowledge; and it was held by Manisty and Stephen, JJ., that the defendant was bound by the knowledge of his servant, and was rightly convicted.

HIGHWAY—EXPROPRIATED LAND—POWER OF COMPANY TO DEDICATE PART OF LAND EXPROPRIATED AS A PUBLIC HIGHWAY.

The sole point decided by the Court of Appeal (Lord Esher, M.R., and Lindley and Lopes, L.JJ.) in *The Grand Junction Canal* v. *Petty*, 21 Q. B. D. 273, was, that where land is acquired by a public company under a statute, for the purposes of their undertaking, it is competent for them to dedicate it as a public highway, if such use by the public be not incompatible with the objects prescribed by the Act. In this case the plaintiffs, a canal company, had, under a statute, expropriated certain land for a towing-path, and it appeared that the use of it as a public foot-path was not inconsistent with its use as a towing-path, and it was held that the company could, under these circumstances, dedicate the land as a public foot-path, subject to its use by them as a towing-path.

CRIMINAL LAW—LIBEL—INDICTMENT FOR PUBLISHING A LIBEL "KNOWING THE SAME TO BE FALSE"—CONVICTION FOR PUBLICATION ONLY—(C. S. C. C. 163, S. 2).

The short point decided in *Boaler* v. *The Queen*, 21 Q. B. D. 284, was simply this, that on an indictment for publishing a defamatory libel, "knowing the same to be false," the defendant may be convicted of merely publishing a defamatory libel.

LANDLORD AND TENANT—AGREEMENT FOR LEASE—FORFEITURE NOTICE—44 & 45 VICT. C. 41, S. 14 (R. S. O. C. 143, S. 11).

In *Swain* v. *Ayres*, 21 Q. B. D. 289, it was held by the Court of Appeal (Lord Esher, M.R., and Lindley and Lopes, L.JJ.), affirming the decision of Charles, J., 20 Q. B. D. 585, that an agreement for a lease is not a lease within the meaning of the Conveyancing and Property Act, 1881, s. 14 (R. S. O. c. 143, s. 11), and therefore the terms of that section do not apply to a tenancy under an agreement for a lease where there is no actual lease in existence, and no title to specific performance. In this case the defendant was in possession of the premises as tenant under an agreement for a lease, which provided that the lease to be executed thereunder should contain (*inter alia*) a covenant to keep the premises in repair, and a condition for re-entry for breach of such covenant. Rent had been paid under the agreement, but no lease had been executed. The premises being out of repair, the landlord brought the action to recover them as upon a forfeiture, without first giving notice under the above mentioned section. Referring to s. 14, Lord Esher says, at p. 292: "Does it apply to anything besides an actual lease in tangible existence? I am inclined to think it would be