96, et seq.). It may now suffice to say that the defendant being lessee of certain premises by agreement not under seal operating as an immediate devise agreed to "let" the premises in question to the plaintiff for the term of three years. The lease under which the defendant held, but of which the plaintiff had no actual notice contained a restrictive covenant as to carrying on any business on the premises in question. The plaintiff's lease contained no such restriction and he entered on the premises and carried on business there until restrained by injunction obtained by the superior landlord. The plaintiff then sued his own landlord for breach of an alleged implied covenant for quiet enjoyment. It now appears from a full report of the case that the Court of Appeal (Collins, M.R., and Romer and Mathew, L.JJ.) did not actually decide that there was no implied covenant for quiet enjoyment arising upon the word "let," but that, whether there was or not, it did not create an unrestricted covenant extending to lawful interruptions by a person claiming under title paramount, but only to the plaintiff's lessor's own acts and those claiming under him. Collins, M.R., however, cites apparently with approval the dictum of Kay, L.J., in *Baynes* v. *Lloyd* (1895) 2 Q.B. 610, that "the weight of authority is in favour of the view that a covenant in law is not implied from the mere relation of landlord and tenant, but only from certain words used in creating the lease," a proposition which has already been dealt with in the article above referred to. Collins, M.R., also points out that according to *Patman* v. *Harland* (1881), 17 Ch. D. 353, the plaintiff must be taken to have had notice of the terms of the head lease.

EMPLOYER AND WORKMAN - DEATH OF WORKMAN FROM ACCIDENT—PARENT IN WORKHOUSE—WORKMEN'S COMPENSATION ACT, 1897, (60 & 61 VICT., C. 37) S. 7, SUB.-S. 2--"DEPENDENT."

Rees v. *Penrikyber Navigation Colliery Co.* (1903) 1 K.B. 259, was an action brought by the father of a deceased child who had been a workman and killed by accident in the defendants' colliery, to recover compensation under the Act of 1897. The plaintiff claimed to be a "dependent" on his deceased son within the meaning of the Act. He was in fact a pauper living in a workhouse, and his deceased son had not contributed to his support. The Court of Appeal (Collins, M.R., and Romer and Mathew, L.JJ.) held that notwithstanding the son's indirect obligation under