

let, set, assign over, or otherwise depart with the lease or the farm or premises.

The tenant became bankrupt and his assignees, with his approbation and consent, sold the lease, and one Wright, by the appointment of the defendant Brown, managed the farm as his bailiff or agent, and the tenant no longer had the actual occupation of it.

Ejectment having been brought, it was held that the lessor might maintain ejectment without a previous reentry, the continuance of the term being made to depend upon the lessee's actual occupation, and Lord Ellenborough, C.J., in delivering judgment, pointed out that it was not a case of forfeiture, but actual occupation by the lessee was a condition annexed to the lease.

Lawrence, J., said that it was not a case of forfeiture, but of the term itself being made to continue and depend upon the personal occupation of the lessees, adding: "It is like the case of a lease for 21 years if the lessee shall so long live; then if he die before the 21 years run out there is an end of the term. Here the lease in effect is for 21 years if Thomas Clarke shall so long live in the house. Then if he has ceased to live there from whatever cause the condition on which the term was made to determine has happened and there is an end of his interest in the premises."

The appeal fails and should be dismissed with costs.

HON. MR. JUSTICE HODGINS, agreed.

MASTER IN CHAMBERS.

APRIL 7TH, 1913.

ROGERS v. NATIONAL PORTLAND CEMENT.

4 O. W. N. 1094.

Pleading — Motion to Strike Out Paragraph of Statement of Claim — Incompleteness — Defendants Sufficiently Notified of Plaintiff's Claim — Object of Pleadings.

MASTER-IN-CHAMBERS refused to strike out on the ground of incompleteness a paragraph of a statement of claim, claiming the reformation of a certain agreement holding that it let defendants know what case they had to meet which was the main requisition in pleadings.

Motion by defendants to strike out an amended paragraph of the statement of claim, as not being a compliance with the order permitting the amendment, and also as not being properly pleaded.