

LUNATIC—MAINTENANCE OF LUNATIC—STATUTE OF LIMITATIONS—(21 JAC. 1, c. 16).

In re Watson, Stamford v. Bartlett (1899) 1 Ch. 72, was an application made by guardians of the poor to recover out of a lunatic's estate the expense of maintaining the lunatic for sixteen years. It appeared that the lunatic had been maintained by the plaintiffs as a pauper for sixteen years prior to her decease in 1898. In 1895 she became entitled to a fund, and a receiver was appointed thereof. The fund was not actually recovered in the lunacy proceedings until after the lunatic's death. The present proceedings were instituted by the guardians in 1898 against the defendant, the administratrix of the lunatic, and she set up the Statute of Limitations (21 Jac. 1, c. 16) as a bar to the recovery of more than six years' arrears of maintenance against the intestate's estate; and Stirling, J., held that this defence was entitled to prevail, and that only six years' arrears from the date of the commencement of the proceedings by the guardians could be recovered.

LEASE—OPTION TO PURCHASE—EQUITABLE ASSIGNEE—POSSESSION.

In *Friary, H. & H. Breweries v. Singleton* (1899) 1 Ch. 86, the only question discussed is, whether an equitable assignee of a lease, who has neglected or omitted to perfect his title by a legal assignment, can exercise an option to purchase the demised premises given to the "assigns" of the lessee. Romer, J., decided that he could not, and that the option could only be exercised by an assignee who was, as to the lessor an assignee of the time, and as such liable to the lessor on the lessee's covenants, and that, though the equitable assignee was in actual possession, that did not make him so liable, and therefore he could not exercise the option. Though for many purposes the title of an equitable assignee is as beneficial as that of a legal assignee, this case shows there is an exception to that rule.

VENDOR AND PURCHASER—RESTRICTIVE COVENANT—NOISE—NUISANCE—BOYS' SCHOOL—MISREPRESENTATION BY VENDOR—RESCISSION.

Wauton v. Coppard (1899) 1 Ch. 92, was an action brought by a purchaser to recover his deposit and rescind the contract of sale on the ground of misrepresentation by the vendor's agent. The property in question was required by the plaintiff for the purpose of carrying on a boys' school, and was offered for sale subject to the