solicitor in the matter. On the appeal coming to be heard, it was objected on behalf of the respondent that no valid notice of appeal had been given to the respondent. The justices, being of opinion that the service on the solicitor was bad, refused to entertain the appeal. A Divisional Court agreed with the justices, and the Court of Appeal (Lord Esher, M.R., and Bowen and Kay, L.JJ.) upheld the decision, holding that the retainer of the solicitor was at an end on obtaining the order, and that he had no authority, in the absence of a further retainer, to accept service of the notice of appeal.

LANDLORD AND TENANT—BREACH OF COVENANT TO DELIVER UP PREMISES IN REPAIR—MEASURE OF DAMAGES.

Henderson v. *Thorn*, (1893) 2 Q.B. 164, was an action by landlord against tenant to recover damages for breach of covenant to keep and deliver up the demised premises in repair. Pending the lease, the landlord had brought an action for the breach of a covenant to repair, and in that action a sum of money had been paid into court and accepted in satisfaction of the damages sued for in that action. In the present action, the plaintiff's particulars included the items of non-repair in respect of which the claim had been made in the first action, and also some additional items arising since that action. The official referee to whom it was referred to assess the damages allowed a sum sufficient to put the premises in repair at the end of the lease, and from this he deducted the amount paid for damages in the first action, and a further sum to cover the necessary depreciation of the premises, had the covenant been kept, and the balance he awarded as the damages recoverable. The defendant appealed, contending that no items of damage in the first action could now be taken into account, and only the items of subsequently accruing damages could now be allowed. But Wills and Lawrence, JJ., were agreed that the damages recovered in the former action were for the loss to the landlord measured by the depreciation in the salable value of the reversion, and that therefore the damages previously recovered did not represent the sum necessary to put the premises in repair, and they therefore held that the principle adopted by the referee was correct.