

the infant died, and an application having been made in the cause for an order on the tenant to deliver up possession, he was ordered to do so, and on payment into Court of the amount of rent in arrear, he was permitted to remove the buildings and erections put by him on the property (doing no damage to the realty), but the Court refused to allow him out of such rents for any improvements made by him upon the premises:

Townslay v. Neil, 10 Chy. 72.

Infant. An infant cannot during infancy avoid a lease by him reserving rent for his benefit:

Lipsett v. Perdue, 18 O. R. 575.

Executor. Under the Devolution of Estates Act an executor of deceased lessor can make a valid renewal of a lease pursuant to the covenant of the testator to renew:

C. P. R. v. National, 24 O. R. 205.

Act of tenant does not prejudice landlord's rights. Tenant may redeem. An act of the tenant, without the knowledge or sanction of the landlord, could only affect his interest as tenant, and could not prejudice the reversioner:

Dixon v. Cross, 4 O. R. 465.

The right of a tenant for years to redeem a mortgage is absolute, and the Court has no discretion to grant or refuse redemption:

Martin v. Miles, 5 O. R. 404.

The elevator boy. Liability of landlord to tenant for injuries occasioned by negligence of employee of landlord in charge of an elevator:

Stephens v. Chausse, 15 S. C. R. 379.

Who may re-enter. There can be no reservation of a right of re-entry to a stranger to the legal estate:

Hyndman v. Williams, 8 C. P. 293.

How ratification of another person's acts may bind. A person assuming to have an interest in property, though he had none, executed a lease or an agreement for a lease to a tenant; one of the true owners shortly afterwards took an assignment of the instrument and gave to the tenant notice of the assignment; and successive owners demanded and received rent reserved by the instrument, insisted on the building of a barn which the agreement provided for, and otherwise recognized the existence of the agreement. Held, that the agreement was thereby confirmed and adopted, and was binding on the estate:

Simmons v. Campbell, 17 Chy. 612.

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