

seem that the decision would have been the other way—see *Wit-trock v. Hallinan*, 13 U.C.R. 135, where it was held that the assignee of a reversion could not recover rent accrued due before the assignment, *sed vide Hope v. White*, 17 C.P. 52. There was another little point in the case deserving of notice, namely, the lease in question was void as a legal lease, because it was for more than three years, and not under seal, but the court held that it was a good equitable lease, and as equitable lessor the plaintiff was entitled to the benefit of the statute, as if he had been a legal lessor.

LANDLORD AND TENANT—FORFEITURE OF LEASE—BREACH OF COVENANT—EJECTMENT—ELECTION TO DETERMINE LEASE—APPLICATION BY UNDER LESSEE FOR RELIEF AGAINST FORFEITURE OF HEAD LEASE—EFFECT OF ORDER RELIEVING AGAINST FORFEITURE—CONVEYANCING AND PROPERTY ACT, 1881 (44-45 VICT. c. 41), s. 14—(R.S.O. c. 170, s. 13).

*Dendy v. Evans* (1910) 1 K.B. 263. In this case the Court of Appeal (Cozens-Hardy, M.R., and Moulton and Farwell, L.JJ.), have affirmed the judgment of Darling, J. (1909) 2 K.B. 894 (noted, ante, p. 48), and for the same reasons.

MERCANTILE AGENT—GOODS “ON SALE OR RETURN”—AUTHORITY TO PLEDGE—FACTORS ACT, 1889 (52-53 VICT. c. 45), ss. 1, 2—(R.S.O. c. 150, s. 2(3)).

*Weiner v. Harris* (1910) 1 K.B. 285. In this case the plaintiff, a wholesale jeweller, entrusted one Fisher, a retailer, with the possession of jewellery on the terms that it was to be sold by Fisher, who was to be entitled to one-half the profits, but if not sold it was to be returned to the plaintiff. Fisher, without authority, pledged the goods with the defendant, a pawnbroker, and the action was brought to recover the goods. Pickard, J., who tried the action, held that Fisher was not a mercantile agent, and was not within the Factors Act (52-53 Vict. c. 45) (see R.S.O. c. 170), and consequently had no power to pledge the goods, and, therefore, that the plaintiff was entitled to recover; but the Court of Appeal (Cozens-Hardy, M.R., and Moulton and Farwell, L.JJ.), took the opposite view, and held the Act applied, and dismissed the action, holding that though the words “sale or return” were used in the letter under which the goods were forwarded to Fisher, yet it was not really a transaction of that kind, because a sale to Fisher was not contemplated, but a