

was an action by a member of a trade union against the union to recover a sum claimed to be due for sick benefits, in which two points were raised. (1) Whether there was any jurisdiction to entertain the action, and (2) Whether the plaintiff, who was a lunatic, was bound by an alteration made in the rules of society respecting sick benefits, whilst the plaintiff was insane.

On the second point the Court held that the changes made in the rules of the union relating to sick benefits having been made in accordance with the rules authorizing and regulating the alteration of the rules of the union, were binding on the plaintiff, notwithstanding his insanity, and, this being sufficient to dispose of the case, the Court refrained from deciding the first point, but inclined to the opinion that the jurisdiction of the Court was excluded by the Trade Union Act, 1871, s. 4(3), (R.S.C. c. 131, s. 4), notwithstanding the decision of the Court of Appeal in *Swaine v. Wilson* (1889), 24 Q.B.D. 252, which they considered was distinguishable.

LANDLORD AND TENANT—NOTICE TO QUIT—YEARLY RENT—
HABENDUM "UNTIL SUCH TENANCY SHALL BE DETERMINED
AS HEREINAFTER MENTIONED"—PROVISION FOR THREE
MONTHS' NOTICE—EXPIRY OF NOTICE.

Lewis v. Baker (1906) 2 K.B. 599 is an appeal from the judgment of Jelf, J. (1905) 2 K.B. 576 (noted, ante, vol. 41, p. 832), in which the question at issue was the sufficiency of a notice to quit. The action was for ejectment by landlord against tenant. The defendant was in possession under a lease dated June 1, 1901, at a yearly rent, the habendum being "until such tenancy shall be determined as hereinafter mentioned." The lease thereafter provided for the termination of the term by either party on giving three months' notice. On May 11, 1903, the landlord gave notice to quit on August 13, 1903; the notice was not complied with and subsequently the landlord assigned the reversion to the plaintiff. It was contended on behalf of the plaintiff that the lease was for an indefinite term, terminable at any time on three months' notice, but Jelf, J., held that it was a yearly tenancy and that it was terminable only on three months, expiring with any year of the tenancy, and with this conclusion the Court of Appeal (Lord Alverstone, C.J., and Barnes, P.P.D., and Farwell, L.J.), agreed.