

trustee in bankruptcy now claimed the proceeds of the distress, and Williams, J., held that he was entitled to them, because the tenancy of the mortgagor had expired on his death, and no new tenancy had been created between the mortgagees and his heir; and there having been no express attornment as tenant, the payment of interest could not be regarded as referable to a tenancy other than a tenancy on sufferance. One would infer from what Williams, J., says that if the mortgagees had accepted, and given receipts for, the interest as rent, that that might have been sufficient evidence of a tenancy to support the distress.

LANDLORD AND TENANT—YEARLY TENANCY—NOTICE TO QUIT “ON” OR “FROM” THE DAY SPECIFIED—AGREEMENT NOT TO BE PERFORMED WITHIN A YEAR—STATUTE OF FRAUDS, S. 4.

*Sidebotham v. Holland*, (1895) 1 Q.B. 378; 14 R. March 217, was an action by a landlord against his tenant to recover possession of the demised premises in which it became necessary to determine the sufficiency of a notice to quit. The defendant was a yearly tenant, the term “commencing on the 19th May, 1890,” an apportioned part of the rent up to June 24th next was to be paid at once, and thereafter the future rent was to be paid quarterly on the usual quarterly days. Notice was given on 17th November, 1893 to quit on the 19th May following. The defendant, besides disputing the validity of the notice, set up an oral agreement made in December, 1892, that the tenancy should not be terminated until November, 1895, as to which latter defence the plaintiff pleaded the Statute of Frauds, s. 4. The Court of Appeal (Lord Halsbury, and Lindley and Smith, L.JJ.), dissenting from Bruce, J., held that notwithstanding the arrangement as to the payment of the first instalment of rent the tenancy commenced on the 19th May, and not on the 24th June, although if there had not been an express stipulation that the term was to commence on the 19th May it might have been held to commence on 24th June, and the Court of Appeal also held that the day mentioned in a demise as the commencement of the tenancy is the first day of the term, whether the expression used be “on” or “from” such day, and consequently that a notice to quit on the 18th May would have been good, and that the notice to quit on the 19th May, being the anniversary of the commencement of the term, was also good, though on this