

REVIEW OF CURRENT ENGLISH CASES.

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ORDER FOR PAYMENT OF COSTS OF MOTION—ACTION TO RECOVER COSTS PAYABLE UNDER ORDER.

Seldon v. Wilde (1910) 2 K.B. 9. This was an action brought to recover a sum payable for costs under an order of court. The defendant contended that the statement of claim shewed no cause of action, and was an abuse of the process of the court. The order was made in the Chancery Division on a motion to commit the defendant for not delivering his bill of costs as a solicitor, and it was contended that the order was equivalent to a decree in Chancery on which no action would lie, because no promise can be implied at common law to pay an equitable debt. But Darling, J., held that the same order would be made at law in the like circumstances, and there was therefore no ground for calling it a mere "equitable debt"; and the contention that the order was of a criminal nature was held to be equally untenable, and he held that the action was maintainable, and gave judgment for the plaintiff.

LANDLORD AND TENANT—COVENANT NOT TO SUBLET—RE-ENTRY FOR BREACH OF COVENANT—BREACH OF COVENANT—SURRENDER—ACCEPTANCE OF SURRENDER IN IGNORANCE OF BREACH OF COVENANT—RE-LETTING BY LESSOR—ENTRY BY NEW TENANT—RIGHT OF SUB-LESSEE.

Parker v. Jones (1910) 2 K.B. 32 is a curious case on the law of landlord and tenant. One Smith let to Harner a parcel of land the lease containing a covenant by Harner not to sub-let without leave with a proviso for re-entry by Smith in case he committed a breach of the covenant. Unknown to Smith, Harner in breach of his covenant, sub-let to the plaintiff Parker, and thereafter Harner surrendered his lease to Smith who accepted the surrender still in ignorance of the breach of covenant. After the surrender Smith re-let the premises to the defendant Jones, who finding Parker's cattle on the premises turned them out and took possession under his lease, and Parker thereupon brought the present action to recover possession and also damages for trespass. The case was tried in a County Court and