

## REPORTS AND NOTES OF CASES.

## Province of Ontario.

## COURT OF APPEAL.

Moss, C.J., Garrow.

Maclaren, and Magee, JJ.A.]

[Sept. 20.]

ROGERS v. NATIONAL DRUG AND CHEMICAL CO.

*Landlord and tenant—Agreement for lease—Covenant for renewal running with land.*

Appeal by plaintiff from a judgment of RIDDELL, J.A., 23 O.L.R. 234, dismissing the plaintiff's action to recover possession of demised premises.

The lease in this case was not under seal. It was admitted that if it had been, a covenant to renew would have run with the land. The contention was that the present demise not being under seal, the agreement to renew was not binding on the lessor's assignee.

*Held*, that this view was too narrow, in that it took no account of the equitable rule stated by RIDDELL, J., to the effect that a tenant having a right to the legal estate, which right was enforceable in the Court in which the action was brought, equity looks upon that as done which ought to be done, and the court governs itself accordingly. The further contention that the option created was only a personal obligation was, under the circumstances, immaterial.

Bicknell, K.C., and M. Lockhart Gordon, for plaintiff  
Armour, K.C., for defendants.

Full Court.] D'EYE v. TORONTO R.W. Co. [Sept. 20.]

*Street railway—Injury to person attempting to get on car  
Findings of jury—Negligence—Evidence.*

Appeal by the defendants from the judgment of FALCONBRIDGE, C.J.K.B., upon the findings of a jury, in favour of the plaintiff, for the recovery of \$2,500 damages for personal injury sustained by the plaintiff by reason of the negligence of the