payable in the same way and at the same times, and contained the same covenant to plough four inches deep in each year of the term written into it, but no express covenants to cultivate or crop the land. By the end of 1901 the cultivated portion of the farm was 117 acres, but in 1902 the defendant only ploughed and cultivated four acres out of the 117, and weeds grew up all over the rest. The plaintiff's claim was for damages for breach of covenants to cultivate crop and plough in 1902, which he contended should be held to be implied in the lease to defendant under the circumstances.

Held, following *McIntyre* v. *Belcher*, 14 C. B. N. S. 654; *The Moorcock*, 14 P. D. 68, and *Hamlyn* v. *Wood* (1891), 2 Q. B. 491, that such covenants should be implied in the lease to defendant and that she was liable for the estimated value of one-third of the crop that would probably have been produced on the 117 acres if it had been cropped in that year, and for the deterioration in value of the land on account of defendant having allowed it to grow up with weeds.

The main, if not the entire, object of both parties in entering into the second lease, as well as the first, was the getting from the lessee's cultivation and cropping of the land a yearly crop from which each would derive profit. If the defendant's contention were correct, she could have omitted to crop and cultivate in other years as well. It should be assumed that the second lease was not made with the intention that defendant should be in a position to render it profitless to the plaintiff. The covenant to plough four inches deep in each year seems to mean that she would plough for the purpose of cultivation and cropping, and the provision for payment of one-third of the crop each year by way of rent would imply that a crop was to be grown in each year of the term.

The plaintiff, in his statement of claim, asked for a reformation of the lease by including the covenants to cultivate and crop that were in the first lease, but abandoned that claim on the argument.

Verdict for $591.76 with costs.

Howell, K.C., and *Mathers*, for plaintiff. *C. P. Wilson* and *Metcalfe*, for defendant.

Richards, J.] BANK OF BRITISH NORTH AMERICA *v.* BOSOURJT. [Aug. 21.

Interest—Cheques as payment—Rate of interest recoverable by bank when rate exceeding seven per cent. stipulated for.

The bank was proceeding for sale of certain Manitoba lands mortgaged to it by defendant to secure advances made to him at Dawson by its branch there upon which he had agreed to pay interest, first at 24 per cent. and afterwards at 18 per cent. per annum.