

SETTLED LAND—LEASE BY TENANT FOR LIFE—BRIBE FROM LESSEE—LEASE, INVALIDITY OF.

*Chandler v. Bradley*, (1897) 1 Ch. 315, although a case arising under the Settled Land Act, may be usefully noted here, as bearing upon leases made under the Settled Estates Act (58 Vict., c. 20, O.). Under the provisions of the Act a tenant for life had executed a lease for a term of years of the settled estate, and over and above the rents reserved thereby, had received from the lessee £21, in the nature of a bribe which he applied to his own use. There was no evidence that a higher rent than that reserved by the lease could have been obtained. The tenant having died the action was brought by those entitled in remainder to set aside the lease, and it was held by Stirling, J., that the acceptance of the £21 by the lessor invalidated the lease, the Court declining to consider whether the plaintiffs had been damnified or not.

BILL OF SALE—"PLANT"—HORSE—SUBSTITUTION—EJUSDEM GENERIS.

In *London and Eastern Counties Loan Co. v. Creasey*, (1897) 1 Q.B. 442, the question arose whether a horse could be considered as coming under the word "plant," as used in the Bills of Sale Act, 1878, which provides inter alia that the Act is not to apply to "any plant or trade machinery, where such plant or trade machinery are used in, attached to, or brought upon any land, farm, factory, workshop, shop, house, warehouse or other place, in substitution for any of the like fixtures, plant, or trade machinery, specifically described in the schedule to such bill of sale." The plaintiff relied upon *Yarmouth v. France*, 19 Q.B.D. 647, where it was held that a horse was "plant" within the meaning of the Employers' Liability Act,—but the Court (Wright and Bruce, J.J.) held that that case did not apply to the construction of the Bills of Sale Act, and that the word "plant" in the latter Act must be construed ejusdem generis with fixtures or trade machinery, and that therefore a horse was not "plant" within its meaning.