stances. The applicants had insured certain premises against fire in favour of the lessors and lessees thereof. The premises had been destroyed and the insurance moneys had become payable. The lessors claimed the money, the lessees contended that it should be applied in rebuilding on the demised premises as provided by 14 Geo. 3, c. 78, s. 83; and the Court of Appeal (Williams, Buckley and Kennedy, L.JJ.) held, overruling Bucknill, J., that the case was not proper for interpleader, as the claims of lessors and lessees were not adverse claims to the money within the meaning of the Rules.

LANDLORD AND TENANT—LEASE—COVENANT TO REPAIR—DEATH OF LESSEE—EXECUTOR DE SON TORT.

Stratford-upon-Avon v. *Parker* (1914) 2 K.B. 562. This was an attempt to make the defendant liable as executor *de son tort* of a deceased lessee for breach of covenant to repair. The facts of the case were that an assignee of the lease in question had died intestate, leaving no estate except the lease. During her lifetime her son, the defendant, had collected the rents for her. After her death in 1910 he continued to collect them, and after paying the ground rent in his mother's name to the plaintiffs, paid the balance to his sister. The sister died in 1912 and the plaintiffs shortly afterward became aware of the death of the mother and after some correspondence with the defendant they entered into possession of the demised premises. The plaintiffs contended that the defendant, by intermeddling with the leasehold, had made himself personally liable on the covenant to repair. The County Court Judge who tried the case held that the defendant had merely acted as the agent for his sister after his mother's death, that there was no evidence that the defendant had ever taken possession of the term as his own, or intended to act for himself, and he therefore dismissed the action. On appeal to the Divisional Court (Lush and Atkin, JJ.) the judgment was affirmed on the ground that the defendant was not liable by reason of privity of estate as the lease had never vested in him, and that he had not so acted as to make himself liable by estoppel. The case was distinguished from *Williams* v. *Heales*, L.R. 9, C.P. 117, because there the defendant had entered and taken possession and paid the ground rent in his own name, whereby he was held to be estopped from denying that he was lessee; but in the present case what had been done by the defendant was held not to amount to an estoppel.