they would not continue the same beyond the period required under their agreement, but that they would be glad if he could take up the premises on the 14th May, or even earlier. There was no claim for use and occupation, but the defendants were willing to pay for use and occupation up to 14th May. Hawkins, J, was of opinion that there was no evidence of a tenancy from year to year after the 1st February, 1892. He, therefore, dismissed the action; but the Court of Appeal were unanimous that the evidence established that the defendants continued in possession with the consent of the plaintiff as his tenant, and that the presumption was that they did so on the terms of the expired lease, so far as applicable, as tenants from year to year, in accordance with the rule laid down by Lord Mansfield in *Right* v. *Darby*, 1 T.R. 159.

STATUTE OF FRAUDS—CONTRACTOR INTERESTED IN LAND—DEBENTURES—COMPANY.

Driver v. *Broad*, (1893) 1 Q.B. 744, we have already noticed when before Mathew, J. (see *ante* p. 354). It will suffice to say that his decision that the contract in question for the sale of the debentures of a company, which were a charge upon real property held by the company, was a contract for an interest in land, and, therefore, invalid under the Statute of Frauds for not being in writing, was affirmed by the Court of Appeal (Lord Esher, M.R., and Lopes and Kay, L. JJ.).

INSURANCE—ACCIDENT—"INJURY CAUSED BY EXTERNAL MEANS."

Hamlyn v. *The Crown Insurance Company*, (1893) 1 Q.B. 750, was an action on an accident policy, under which the plaintiff was insured against "any bodily injury caused by violent, accidental, external and visible means." The policy, however, excepted injuries arising from "natural disease or weakness, or exhaustion consequent upon disease." The injury on which the action was based was occasioned by the plaintiff stooping to pick up a marble, in doing which the plaintiff dislocated the cartilage of one of his knees. Before the accident the plaintiff had not suffered from any weakness of the knee or knee-joint. The defendants resisted the action on the ground that the injury was not due to any external cause, and was, therefore, not within the policy; but the Court of Appeal (Lord Esher, M.R., and Lopes and