

LANDLORD AND TENANT—OPTION TO PURCHASE LANDLORD'S INTEREST—CONDITION PRECEDENT—PROVISO THAT RENT SHALL HAVE BEEN "DULY PAID"—PART OF PURCHASE MONEY TO BE SECURED BY MORTGAGE—SPECIFIC PERFORMANCE.

In *Starkey v. Barton* (1909) 1 Ch. 284 the defendant was lessee of a house at a ground rent which she sub-let to the plaintiff with an option to the plaintiff to purchase the defendant's interest in the property on the plaintiff giving notice in writing of her intention so to do, provided that the plaintiff should in the meantime have "duly paid" the rent reserved. On December 25, 1907, a quarter's rent became due which was not paid till the 10 January, 1908. On March 20, 1908, the plaintiff gave notice of her intention to purchase the defendant's interest. The defendant refused to sell on the ground that the rent had not been duly paid. The present action was for specific performance, and Parker, J., held that "duly paid" did not mean "punctually paid," and that the condition precedent to the exercise of the option had been fulfilled. He also held that the fact that the agreement provided that part of the purchase money was to be secured by mortgage of the property did not make it an agreement for a loan, and therefore the plaintiff was entitled to specific performance as claimed.

MARRIED WOMAN—SEPARATE TRADING—BUSINESS OF MARRIED WOMAN MANAGED BY HER HUSBAND—MARRIED WOMEN'S PROPERTY ACT, 1882—(R.S.O. c. 163, s. 6).

In *re Simon* (1909) 1 K.B. 201 was an application to declare a married woman bankrupt, and the jurisdiction to do so turned on whether or not the married woman had been carrying on a separate trade. The evidence on this point was that a business belonging exclusively to the married woman had been managed by her husband, and it was held by the Court of Appeal (Cozens-Hardy, M.R., and Moulton and Farwell, L.JJ.), affirming the registrar in bankruptcy, that notwithstanding her husband managed the business, it was a trade carried on by the married woman separately from her husband within the meaning of the Married Women's Property Act, 1882 (see R.S.O. c. 163, s. 6).

INNKEEPER—TRAVELLER—LOSS OF PROPERTY—GUEST—COMMON LAW LIABILITY OF INNKEEPER—CONTRACT BY THIRD PERSON TO PAY FOR GUEST'S ACCOMMODATION.

In *Wright v. Anderton* (1909) 1 K.B. 209, the plaintiffs were