

within the terms of the by-law, and was therefore properly convicted thereunder. *Regina v. Boyd*, 485.

See CANADA TEMPERANCE ACT, 1—CONSTABLE.

JUSTIFICATION.

See DEFAMATION, 4.

LACHES.

See BILL OF EXCHANGE AND PROMISSORY NOTES.

LANDLORD AND TENANT.

1. *Ten years' lease by owner of life estate to reversioner in fee—Action by executrix for rent—Covenant in lease—"Heirs and assigns"—Estoppel—Shewing that title of landlord has expired—Reformation of lease—Evidence—Acquiescence.*—The plaintiff's testatrix, who had a life estate in certain lands, made a lease of them for ten years to one of the defendants, who was entitled to the reversion in fee. The reservation of rent in the lease was to the lessor simply, and the covenant for payment of rent was "with the lessor, her heirs and assigns," for payment to "the said lessor, her heirs and assigns."

The lessor died before the expiration of the ten years, and this action was brought by the executrix of her will to recover (*inter alia*) the instalments of rents which became payable, as it was alleged, upon the lease after her death :

Held, that, as the interest of the lessor was a freehold interest, the

plaintiff could not recover either as being entitled to the reversion of a chattel interest, or as being the person designated by the covenant :

Held, also, that there was no estoppel to prevent the lessee from shewing that the title of the lessor had come to an end, and that he himself became the owner upon her death.

The lessee set up an agreement between himself and the lessor that the lease should expire at her death in case she should not live for the full term of ten years, and asked that the lease should be reformed accordingly. The only evidence in support of this was that of the lessee and his wife, and of a relation of theirs, whose memory was shewn to be untrustworthy :

Held, that this evidence was not sufficient, after so many years of acquiescence and after the death of the lessor, to justify the reformation of the lease.—*Thatcher v. Boyman et al.*, 265.

2. *Distress—Damages—Debt—50 Vic. ch. 23, sec. 3, (O)—O. J. Act—Counter-claim.*—The defendant having distrained for rent in arrear, the plaintiff claimed that the defendant was indebted to him in damages for breach of the covenants in the lease to repair, and to lease to plaintiff an adjoining piece of land, and obtained *ex parte* an interim injunction restraining proceedings under the distress which was dissolved on the ground of concealment of facts.

Held, that the damages claimed by the plaintiff were not a "debt" within sec. 3 of 50 Vic. ch. 23 (O.), so as to constitute a set-off against the rent; and although under the O. J. Act they might be the subject of counter-claim they would not justify an injunction as against a