

LANDLORD AND TENANT—LESSEE HOLDING OVER—TENANCY FROM YEAR TO YEAR—TERMS IMPLIED BY LAW IN ABSENCE OF AGREEMENT—ASSIGNEE OF REVERSION—RIGHT TO SUE FOR BREACHES OF IMPLIED COVENANTS.

*Wedd v. Porter* (1916) 2 K.B. 91. This was an action by the assignee of the reversion to enforce an implied covenant by the lessee. The defendants, with another person since deceased, were lessees of the premises in question for the term of fourteen years, which expired by effluxion of time, and the defendants continued in possession. The lease had contained express covenants for repair, and for working the land according to the most improved system of husbandry in that part of the county where the demised premises were situate. It was agreed between the defendants and the lessor that the terms of the old lease should not apply and that the rent should be reduced to a specified sum. The action was brought for breach of an implied covenant to keep the buildings wind and water tight and to cultivate the land in a husbandlike manner. The action was referred to a referee who found that the defendants held over as tenants from year to year subject to the covenants contained in the lease so far as the same were applicable. The Divisional Court (Ridley and Shearman, JJ.) set aside the finding holding that the plaintiff as assignee of the reversion had no right to sue for breach of covenant because the lease was not under seal and, therefore, 32 Hen. 8, c. 34 (R.S.O. 155, s. 4) did not apply: but the Court of Appeal (Eady, Pickford and Bankes, L.JJ.) reversed that decision on the ground that 32 Hen. 8, c. 34 was confined to leases in writing, because no such provision was necessary in regard to implied covenants in respect of the breach of which the reversioner was entitled to sue at common law. Their Lordships also held that the parties having agreed that the terms of the lease should not apply to the new tenancy and having made no other provision to the contrary, there then arose an implied obligation on the part of the overholding tenants to farm the land in a husbandlike manner and to keep the buildings wind and water tight, which obligation the plaintiff as assignee of the reversion was entitled to enforce.

LAND—RIGHT OF SUPPORT—HOUSE BUILT OVER PARTLY WORKED MINE—FURTHER WORKING OF MINE BY NEW OWNER—SUBSIDENCE—LIABILITY OF MINE OWNER.

*Manley v. Burn* (1916) 2 K.B. 121. The plaintiff was the owner of a piece of land lying over a coal mine and of a house