omission to answer a letter of the plaintiff asking whether he intended to marry her as he had promised was corroborative evidence that he had in fact made such a promise, was reversed by the Court of Appeal (Lord Esher, M.R., Bowen, and Kay, L.JJ.), who thought that fact alone was not a corroboration of the plaintiff's evidence within the statute 32 & 33 Vict., c. 68, s. 2 (R.S.O., c. 61, s. 6); neither was the fact that the plaintiff was in possession of the defendant's signet ring. The court was of opinion that the not answering a letter differed from the case of a man being, as in *Bessela* v. *Stern*, 2 C.P.D. 265, taxed orally with the promise and making no denial. Whether an omission to answer a letter amounts to an admission of the truth of the statements claimed in it, according to the Court of Appeal, depends on the circumstances under which the letter was written; and unless there is an irresistible inference that the circumstances are such that the refusal to reply amounts to an admission, it will not do so. In connection with this case it may be well to refer to *Yarwood* v. *Hart*, 16 Ont 23, where the law on this point is also discussed.

LANDLORD AND TENANT—LEASE—BREACH OF COVENANT—FORFEITURE—COMPENSATION—44 & 45 VICT., C. 41, S. 14 (R.S.O., C. 143, S. 11).

Skinner's Co. v. *Knight* (1891), 2 Q.B. 542, was an action of ejectment by landlord against a tenant on an alleged forfeiture of the lease by breach of a covenant to repair. Notice had been given by the plaintiffs to the tenant, under 44 & 45 Vict., c. 41, s. 14 (R.S.O., c. 143, s. 11), and the tenant had, as he claimed, put the premises in repair before the issue of the writ. At the trial before Charles, J., he left two questions: First, whether the premises were out of repair prior to the service of the notice; and second, whether they had been put in repair before the issue of the writ. The jury answered the first question in the affirmative, but disagreed as to the second. On this finding, Charles, J., declined to give the plaintiffs judgment, but gave them leave to re-enter the action for trial. The plaintiffs appealed on the ground that they were entitled to judgment, even though the premises had been repaired before the writ, because the defendant had not paid the plaintiffs the cost of the drawing and serving of the notice under the statute, as part of the compensation required to be made by the statute for the breach of the covenant; but the Court of Appeal (Lord Esher, M.R., and Fry, L.J.) were of opinion that the costs in question were not caused by the breach of covenant, but were occasioned by the fetter which the wisdom of the legislature had imposed on the enforcement of the cause of action arising from that breach.

PROBATE—WILL—CODICILS—REVOCATION—REVIVAL OF FORMER CODICIL BY REFERENCE.

In the goods of Dennis (1891), P. 326, the testator had executed a will in 1867, and two codicils to it in 1869 and 1874. In 1875 he made another will, by which he expressly revoked all previous wills. Subsequently two sisters who were benefited by the codicil of 1874 and the will of 1875 died, and he then made another codicil in 1881, disposing of the property he had left to them, which he described as a codicil to his last will and testament, and which began, "Whereas my two sisters named in my codicil, dated 12th May, 1874, are now dead," etc.,