

on 31st March, 1890, the Act, 53 Vict., c. 52, was passed, superseding the former division of the Province into municipalities and allotting the territory of the former municipality of Brenda between two others named Winchester and Arthur. (3). That by several subsequent legislation changes of name and boundaries the village of Napinka had become part of the new rural municipality of Brenda created in 1896, and that these changes had the effect of nullifying the by-law if it could be held to have been in force after the change made by the statute of 1890.

Section 81 of that statute provided that "In case in any of the territory changed as to its municipal situation by the provisions of this Act a by-law under s. 51 of 52 Vict. (the Liquor License Act) is in force at the time of the coming into force of this Act, such by-law shall continue to affect such territory the same as if this Act had not been passed."

*Held*, 1. As to the first objection the by-laws though containing an unauthorized provision was valid as to the good part.

2. Under the statutory provisions above quoted the by-law in question was still in force as regards the village of Napinka, notwithstanding the changes referred to. *Doyle v. Dufferin*, 8 M. R. 286, followed.

*Perdue*, for applicant. *Andrews*, for license commissioners.

Richards, J.]

DUNSFORD & WEBSTER.

[Aug 21.

*Landlord and tenant—Rent payable in kind—Implied covenants in lease—Liability for failure to raise crops on leased farm.*

In April, 1898, the plaintiff leased by deed to defendant's husband a half section of land for five years at a rental of one-third of the crop grown on the premises yearly. The lease was on a printed form of a farm lease and contained covenants by the lessee that he would during the term cultivate such part of the land as was then or should thereafter be brought under cultivation in a good husbandlike and proper manner, and would plough said land in each year four inches deep and crop the same during the term in a proper farmerlike manner. Afterwards a new lease of the same land was made by deed, ante-dated so as to bear the same date as the first one, substituting the defendant as lessee instead of her husband. This was done, as found by the trial judge, at the request of the defendant's husband who had reason to fear the action of a creditor in case the lease remained in his name, and it was intended that the new lease should be a duplicate of the other in all respects except as to the name of the lessee. The new lease, by mistake of the solicitor who prepared it, was written on a form of "statutory lease," not containing the special clauses applicable to farm land. It provided for the same rental as the other lease,