

LANDLORD AND TENANT—CLAIM BY TENANT AGAINST LESSOR FOR
BREACH OF CONTRACT—MORTGAGE OF REVERSION—NOTICE
TO MORTGAGEE OF LEASE OF TENANT'S CLAIM—ACTION BY
MORTGAGEE FOR RENT—RIGHT OF TENANT TO SET OFF DAMAGES
CLAIMED FROM LESSOR.

Reeves v. Pope (1914) 2 K.B. 284. In this case the Court of Appeal (Lord Reading, C.J., and Buckley and Phillimore, L.JJ.) affirm the judgment of Bankes, J. (1913), 1 K.B. 637 (noted ante vol. 49, p. 330). The facts being, that the defendant had entered into an agreement to take a sub-lease of certain property from a company on which within a specified time the company agreed to erect a hotel. The company made default in erecting the hotel and the defendant suffered damage in consequence, but on its subsequent complicity he accepted a lease for the stipulated time without prejudice to his claim for compensation for the delay in completing the hotel. The company were themselves lessees of the premises under a 99 years' term, which they subsequently mortgaged to the plaintiffs who had actual notice of the defendant's claim against the company for damages. The mortgagees having taken possession, sued the defendant for arrears of rent, against which the defendant claimed to set off his claim against the company for damages. Bankes, J., held that this could not be done, because the plaintiffs were claiming as assignees of the reversion and not as assignees of a chose in action, and that as the plaintiffs could have distrained for the rent without its being subject to any set off; so also in an action for its recovery, it was not subject to any such set off; and therefore the cases as to assignments of choses in action had no application.

COMPANY—PROMOTER—UNDERWRITING CONTRACT—DEATH BEFORE
COMPLETION OF CONTRACT—LIABILITY OF PERSONAL
REPRESENTATIVE—PERSONAL CONTRACT.

In re Worthington (1914) 2 K.B. 299. In this case the Court of Appeal (Cozens-Hardy, M.R., Evans, P.P.D., and Eve, J.) affirmed the judgment of Horridge, J., holding that an underwriting contract whereby a person agrees to place the share capital of a limited company, is not a personal contract which terminates with the life of the contractor, but is one on which his personal representative is liable in the event of his death before performance, and damages for breach of such a contract may be recovered from his estate.