

Vogel's case can scarcely be considered as binding authority, at all events I should not hesitate to reconsider it if a similar question arose." So counsel hereafter wishing to rely on the impugned case will have reason to sigh for the majority which subsisted in—

"the sound of a voice that is still."

ENGLISH CASES.

EDITORIAL REVIEW OF CURRENT ENGLISH DECISIONS.

(Registered in accordance with the Copyright Act.)

LANDLORD AND TENANT—LEASE—COVENANT TO REPAIR—MESNE ASSIGNMENT—COVENANT BY ASSIGNEE TO INDEMNIFY ASSIGNOR—BREACH OF COVENANT BEFORE ASSIGNMENT—THIRD PARTY—INDEMNITY.

Gooch v. Clutterbuck (1899) 2 Q.B. 148; this was an action brought by lessor against the lessees to recover damages for breach of a covenant to repair. The term had vested in the defendants as executors of a deceased assignee, and the defendants had become bound by the covenant, but they had assigned the residue of the term to one Davis, who had covenanted with the defendants to pay the rent and perform the lessee's covenants in the lease and keep the defendants indemnified from the payment and performance thereof respectively. At the time of this assignment the premises were out of repair. Davis having been brought in by the defendants as a third party liable to indemnify them, the only question discussed was whether the third party was liable for the damages recovered by the plaintiff against the defendants, and the only ground relied on was that the covenant of Davis only extended to future breaches, and did not apply to damages recoverable in respect of breaches of the lessee's covenant, which had taken place prior to the assignment. The Court of Appeal (Smith, Rigby and Williams, L.JJ.) agreed with Channell, J., that the covenant of Davis extended to past as well as future breaches of the covenant to repair.

CHARGING ORDER—PROPERTY RECOVERED OR PRESERVED—COSTS—SOLICITORS' ACT, 1860 (23 & 24 VICT., c. 127), s. 28—(ONT. RULE 1129)—PROPERTY OF PERSONS NOT EMPLOYING SOLICITOR—PROBATE ACTION.

Ex parte Tweed (1899) 2 Q.B. 167: This was an application by a solicitor who had taken proceedings in the Probate Division at the instance of the executor for the purpose of establishing a