

of opinion of the Bench and the Bar is, that it will. The point was raised at the trial before Darling, J., (1899) 1 Q.B. 392 (noted ante vol. 35, p. 301), but was abandoned before the Court of Appeal.

LANDLORD AND TENANT—NOTICE TO QUIT—YEARLY TENANCY—"END OF THE CURRENT YEAR."

Wride v. Dyer (1900) 1 Q.B. 23, was a case stated by justices on an application by a landlord to recover possession of the premises against an overholding tenant. The case turned on the sufficiency of a notice to quit. The tenant held on a yearly tenancy from Lady Day to Lady Day. On 24th March, 1898, the landlord gave notice to quit "on 24th June, 1898, or at end of your current year's tenancy." It was contended by the tenant that this was either a three months' notice to quit on 24th June, 1898, which was not the end of a year of the tenancy, or else a one day's notice to quit on 25th March, 1898, which day, it was claimed, was the end of the year's tenancy current when the notice was given. Ridley and Darling, JJ., thought that the reasonable construction to be placed on the notice was that it was a notice to quit on the 24th June, 1898, or the 25th March, 1899, and was therefore sufficient. The Court preferred to follow *Doe v. Culliford*, 4 D. & R. 248, and *Doe v. Smith*, 5 A. & E. 350, notwithstanding that in *Doe v. Morphett*, 7 Q.B. 577, *Doe v. Culliford* was declared to be "bad law."

TROVER—JOINT TORT FEASORS—COMPROMISE OF ACTION AGAINST ONE OF TWO TORT FEASORS—MONEY HAD AND RECEIVED, ACTION FOR—WAIVER—ACCEPTANCE OF PART OF PROCEEDS OF SALE.

Rice v. Reed (1900) 1 Q.B. 54, was an action to recover damages for the tortious conversion of the plaintiff's goods. The facts were somewhat peculiar. A person named Soltau, formerly in the plaintiff's employment, had wrongfully sold a large quantity of the plaintiff's sawdust to the defendant Reed. The plaintiff, having discovered that Soltau had deposited £1,500, part of the proceeds, in a bank to his own credit, commenced an action against him for the wrongful conversion of the sawdust, and in the alternative for the payment of the £1,500 as money had and received to the plaintiff's use. In that action the plaintiff obtained an injunction against the withdrawal of the £1,500 until the trial, and the action was ultimately compromised on the terms that £1,125 out of the £1,500 should be paid to the plaintiff in settlement of his claim