

her mother who was out of the jurisdiction, and Walton, J., whose attention was not drawn to that fact, made the order and a writ was issued. Subsequently, on appeal, the Divisional Court quashed the writ, but gave leave to issue a new writ which was ordered to lie in the office until there should be an opportunity of serving it within the jurisdiction, but the Court of Appeal held that was unwarranted by the practice on the simple ground that the Court had no jurisdiction to make any order for such a writ as against a person out of the jurisdiction of the Court.

LANDLORD AND TENANT—LEASE OF PUBLIC HOUSE—COVENANT BY LESSEE NOT TO "SUFFER" ANY ACT TO BE DONE TO FORFEIT LICENSE ACT OF SUB-LESSEE—"ASSIGNS."

Wilson v. Twamley (1904) 2 K.B. 99, was an action by landlord against tenant for breach of a covenant whereby the lessee for himself and his "assigns" bound himself not to do or "suffer" any act to be done on the demised premises whereby the license might be forfeited, or its renewal refused. The defendant had sub-let the premises (a public house) and the sub-lessee had permitted acts to be done in consequence of which a renewal of the license was refused. The plaintiffs were assignees of the reversion and the defendants were assignees of the lease, and there was no question that the covenant ran with the land. The only question was, whether the defendant was responsible for the act of his sub-lessee, and the Court of Appeal (Collins, M.R., and Romer and Mathew, L.JJ.) held that he was not, and the fact that, owing to the loss of the license, the premises had lost the character of a public house and become an ordinary dwelling, was held not to be a breach of a covenant that no other business than that of a public house should be carried on on the premises.

GAMING DEBT—CONSIDERATION—WITHDRAWAL OF LETTER TO DEBTOR'S CLUB
—ILLEGAL CONSIDERATION—BILL OF EXCHANGE.

In re Browne (1904) 2 K.B. 133, although a case in bankruptcy, is deserving of attention. The case turned on the validity of certain bills of exchange which the holder claimed to prove against the bankrupts' estate. The trustee set up that they had been given for an illegal consideration and were null and void. The facts were, that the debtor had had betting transactions with Martingell and £800 was due to him in respect thereof. Martingell brought an action for the £800 in which the debtor set up the