

due after the liquidation. By the terms of the lease, two quarters' rent were to be always due and payable in advance, if required. On the 20th December, 1894, the company went into liquidation, but the liquidator continued to occupy the demised premises. The quarter's rent due on the 25th December not being paid, the landlords demanded payment of that, and also of the next two quarters' rent in advance, and, on payment being refused, proceeded to distrain. The liquidator moved for an injunction to restrain the landlords from proceeding with the distress, and Kekewich, J., held that the rent for the December quarter must be apportioned, and that the landlords had only the right to prove, in the winding-up proceedings, for the rent accruing up to 20th December, but were entitled to be paid in full for the rest of the December quarter and for so much of the next two quarters as the liquidator should continue in beneficial occupation of the premises, such rent being part of the expenses of winding up, but that for the balance of the rent, if any, for those two quarters the landlords could only prove in the winding up.

VENDOR AND PURCHASER—SPECIFIC PERFORMANCE—POWER TO RESCIND IF REQUISITIONS NOT WITHDRAWN—ELECTION.

In *Smith v. Wallace*, (1895) 1 Ch. 385; 13 R. Feb. 215, a vendor had entered into a contract for the sale of land, subject to a condition that he should be at liberty to rescind the contract in case the purchaser should make any requisition which he, the vendor, should be unable or unwilling to answer, and should not withdraw the same after being required so to do. The vendor, without actually electing to rescind the contract under this condition, entered into negotiations with a third person, with a view to effecting a sale to him. The purchaser then brought the present action for the return of the deposit. The vendor resisted the action, claiming that he had not rescinded the contract, and counterclaimed for specific performance; but Romer, J., held that the defendant, by entering into negotiations with a third person, entitled the plaintiff to treat the contract as rescinded, and he granted the plaintiff the relief prayed, and dismissed the counterclaim.

NUISANCE—OVERHANGING TREES—RIGHT TO ABATE NUISANCE.

*Lemmon v. Webb*, (1895) A.C. 1; 11 R. Feb. 64, is a case which has been already discussed in the earlier stages of its career (*ante*