enable her husband to raise money to pay his debts, assigned to him a leasehold house, by an assignment absolute in form, and purporting to be made in consideration of natural love and affection. There was no writing evidencing the terms on which the property was conveyed, but it was proved by parol that the understanding between the Duke and Duchess was that the house was lent to the Duke merely to enable him to raise money by mortgaging it, and that it was still to be the Duchess' property. The mortgage was effected by the Duke, the Duchess being a party thereto and joining in the covenant for the repayment of the loan, but the equity of redemption was reserved to the Duke alone. The Duke having died without having reassigned the house to the Duchess, the creditors of the Duke claimed that the equity of redemption in the house formed part of the Duke's estate, and set up the Statute of Frauds against the claim of the Duchess thereto. Stirling, J., held that the parol evidence was admissible, and that the case came within that class of cases in which it has been held that the Statute of Frauds cannot be set up to perpetrate a fraud, and that, as the Duke could not have set it up as an answer to an action by the Duchess to compel a reassignment of the house by him, so neither could his creditors do so in answer to her claim.

INJUNCTION—HIRE AGREEMENT—ACCEPTANCE OF RENT FOR PART OF A NEW QUARTER AFTER NOTICE DETERMINING TENANCY—LANDLORD AND TENANT—WAIVER OF NOTICE.

Keith v. *National Telephone Co.*, (1894) 2 Ch. 147, was a motion to continue an interim injunction until the trial of the action, restraining the defendants from disconnecting the wires and removing the telephone instruments, the use of which the plaintiffs had hired from the defendants for three years at a rent payable quarterly. After the term had expired the parties continued the agreement by mutual consent. The ground upon which the motion was based was that the defendants had given a notice determining the tenancy at the expiration of a quarter which expired on the 30th December, but it was proved that they had also demanded and accepted payment of rent up to and including the 31st December, being one day beyond the quarter, and it was claimed that this acceptance of rent for the day beyond the quarter operated in law as a waiver of the notice determining the