

LANDLORD AND TENANT—SURRENDER OF TENANCY—TENANT REMAINING IN POSSESSION AFTER TERMINATION OF LEASE—EXECUTION AGAINST TENANT—CLAIM OF LANDLORD FOR RENT—8 ANNE c. 14, ss. 1, 6, 7—(R.S.O. c. 155, ss. 40, 55, 56).

*Lewis v. Davies* (1914) 2 K.B. 469. In this case judgment had been recovered by the plaintiff against the defendant and execution issued thereon under which the defendant's goods were seized, in July, 1912. The defendant had been tenant of the premises on which the goods were seized, but had surrendered his lease in March 1912, and had been permitted by the landlord to remain in possession. The landlord claimed under a statute to be paid a year's rent in arrear in priority to the execution creditor, but the Court of Appeal, following *Cox v. Leigh*, L.R. 9, Q.B. 333, held that the Statute of 8 Anne, c. 14, ss. 6, 7, (R.S.O., c. 155, ss. 55, 56) authorizing distress within six months after the determination of a tenancy, did not have the effect of giving the landlord any priority for the rent distrained for under s. 1, as against an execution creditor, and that priority only existed under s. 1 when the relationship of landlord and tenant was still subsisting.

WILL—TENANT FOR LIFE—GIFT OF DEER IN PARK—CONSUMABLE THINGS—VALIDITY OF GIFT OVER.

*Paine v. Warwick* (1914) 2 K.B. 486. At present deer parks cannot be said to be very common in Ontario or any other part of Canada, but they may possibly in the future be considered a proper adjunct to a family mansion, and it may be therefore useful to remember that Pickford, J., decided in this case that the gift of deer in a park for life with remainder over is a good gift in favour of the remainderman; and that deer so bequeathed do not come within the class of things, *quæ usu consumuntur*, and that the tenant for life is *prima facie* bound to keep up the herd and that any additions he may make for keeping it up become subject to the provisions of the will.

INTERPLEADER—FIRE INSURANCE—INSURANCE IN NAMES OF LESSOR AND LESSEE—INSURANCE MONEY—CLAIM BY LESSOR TO INSURANCE MONEY—CLAIM BY LESSEE THAT INSURANCE MONEY SHOULD BE EXPENDED IN REBUILDING—ADVERSE CLAIM.

*Sun Insurance Co. v. Galinsky* (1914) 2 K.B. 545. This was an application for an interpleader order in the following circum-