

REVIEW OF CURRENT ENGLISH CASES.

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LANDLORD AND TENANT—INCOMPLETE AGREEMENT—TENANT LET INTO POSSESSION—LEASE SUBSEQUENTLY DRAWN UP—TERMS AGREED TO, BUT LEASE NOT SIGNED—RETENTION OF POSSESSION AFTER CONCLUDED AGREEMENT—PART PERFORMANCE—STATUTE OF FRAUDS (29 CAR. 2, c. 3) s. 4—(R.S. O., c. 102 s. 5).

Biss v. Hygate (1918) 2 K. B. 314. This was an action by a landlord to recover rent, in the following circumstances: The defendant had agreed to rent a nursery garden and had been, thereupon, let into possession, before the terms of the lease had been definitely settled. Subsequently a lease had been drawn up in the terms agreed to, but had not been signed by the defendant, who thereafter continued in possession for some weeks, when he decided to give up the premises. He set up the Statute of Frauds as a defence and the Judge of the County Court held it a good defence and dismissed the action: but a Divisional Court (Lawrence and Avory, JJ.) held that the defendant's continuance in possession after the terms of the lease had been agreed to was an act of performance unequivocally referable to the contract sufficient to take the case out of the statute, and judgment was consequently given in favour of the plaintiff.

SUMMARY JURISDICTION—SERVICE OF SUMMONS—"USUAL PLACE OF ABODE"—PLACE OF BUSINESS—Cr. Code, s. 789.

Rex v. Braithwaite (1918) 2 K.B. 319. In this case the Court of Appeal (Pickford, Warrington, and Scrutton, L.JJ.) affirmed the decision of the Divisional Court (1918) 1 K.B. 1 (noted *ante* vol. 54. p. 148), to the effect that service of a summons at a place of business was good service as being "a place of residence"—though not the place where the party summoned slept.

TRESPASS—SHEEP INFECTED WITH SCAB—LIABILITY OF DEFENDANT FOR DAMAGES—SCIENTER.

Theyer v. Purnell (1918) 2 K.B. 533. This was an action to recover damages occasioned by the defendants' sheep, which were infected with scab, trespassing on the plaintiff's land, whereby the plaintiff's own sheep also became infected with the disease. The defendant set up as a defence that he was ignorant that his sheep were infected with the disease. The Judge of the County