

superior landlord, and the case turned on whether any covenant for quiet enjoyment beyond the time for which the sub-lessor's lease extended, could be implied. The Court of Appeal agreed with Lord Russell, C.J., that even assuming that in the absence of the word "demise," a covenant for quiet enjoyment could be implied, still such an implied covenant would be limited by the lessor's own estate, and, therefore, that the plaintiffs could not succeed.

LANDLORD AND TENANT—ORAL AGREEMENT—LETTING FOR NON-CONTINUOUS PERIODS—ENTRY—PAYMENT ON ACCOUNT OF RENT—STATUTE OF FRAUDS (29 CAR. 2, C. 3), S. 4.

*Smallwood v. Sheppards*, (1895) 2 Q.B. 627, is another case on the law of landlord and tenant. The plaintiff made an oral agreement to rent to the defendant a piece of vacant land for three successive bank holidays, for £45, to be paid in three instalments of £15 each, on each of the three days. The defendant occupied the land for the first of the days, and paid £15: he refused to occupy it on the other two days or to pay the balance of the rent. After the expiration of the other two days the plaintiff brought the present action to recover £30, the balance of the rent, and the defendant set up the Statute of Frauds, s. 4, as a bar to the claim. The Judge of the County Court in which the action was brought gave judgment for the plaintiff, and the Divisional Court (Wright and Kennedy, JJ.) affirmed his decision. Wright, J., who delivered the judgment of the Court, says: "There having been an entry for the purposes of occupation, under an agreement for a single letting (although the period of the agreed letting was not continuous) at a single or lump rent or price, and a payment on account of the entry, the plaintiff's right to recover the balance after the termination of the letting period is, in our judgment, not affected by the fact that the agreement was a parol agreement."

DAMAGES CONTRACT—BREACH OF WARRANTY—REMOTENESS—THE WORKMEN'S COMPENSATION FOR INJURIES ACT (55 VICT., C. 30, O.)

*Mowbray v. Merryweather*, (1895) 2 Q.B. 640; 14 R., Dec. 143, was an action brought to recover damages for a breach of an implied warranty under the following circumstances: The plaintiffs were stevedores and contracted to discharge a cargo