

affirmed the decision of Byrne, J. (1898) 2 Q.B. 212 (noted ante vol. 34 p. 686). The facts, it may be remembered, are briefly as follows: A municipal body had entered into a contract with a contractor to construct a highway. In carrying out the work the contractor negligently left on the road a heap of soil unlighted and unprotected, over which the plaintiff fell and was injured. Under these circumstances the Court of Appeal held that the municipal body was liable, because the negligence of the contractor was not casual or collateral to his employment. Another point in the case arose out of the payment of money into court by the contractor, who was also sued, and which exceeded the amount which the plaintiff ultimately recovered. The municipal body claimed to be entitled to the benefit of this payment in, as a satisfaction of the plaintiff's cause of action against the municipal body, but the court agreed with Byrne, J., that, the defence of these defendants having failed, the plaintiff was entitled to judgment against them for his costs notwithstanding such payment by their co-defendant.

**LANDLORD AND TENANT**—FORFEITURE—PROVISO FOR RE-ENTRY—NOTICE OF FORFEITURE—REASONABLENESS OF NOTICE—CONVEYANCING AND LAW OF PROPERTY ACT, 1881 (44 & 45 VICT., c. 41) s. 14, s. 8-SS. 1-6 (R.S.O. c. 170, s. 13, s. 8-SS. 1-6) COVENANT NOT TO ASSIGN, BREACH OF.

*Horsley v. Steiger* (1899) 2 Q.B. 79, was an action by a landlord to recover possession of premises for forfeiture, under a proviso for re-entry contained in a lease in case the lessees should enter into liquidation voluntary or compulsory. The case was tried before Hawkins J., whose judgment is noted ante vol. 34 p. 588. That learned judge held, that the forfeiture had arisen, notwithstanding that the lessee, a joint stock company, was solvent, because, for the purpose of reconstruction with additional capital, it had passed a resolution for voluntary winding-up. The Court of Appeal (Lord Russell, C.J. and Smith and Collins, L.JJ.) affirmed the judgment on this point, but allowed the appeal on the ground that the notice of forfeiture required to be given by the Conveyancing and Property Act, 1881 (44 & 45 Vict., c. 41) s. 14 (R.S.O. c. 170 s. 13), was insufficient, because it alleged as a ground of forfeiture not only the voluntary liquidation, but also a breach of the covenant to repair, for which the court held there were no grounds. The plaintiffs claimed to be entitled to succeed on the ground of an alleged breach of a covenant to assign or sublet without leave of lessors for which no notice is required as a preliminary to action