

association struck work. After they had thus gone on strike the sanction of the association was obtained to their continuing on strike, and the funds were being applied in payment to the strikers of "strike pay." This the Court held was not a lawful payment under the rules which did not provide for the case of an ex post facto sanction. Another of the rules provided for payment of "strike pay" in case members were "thrown out of employment" in consequence of any action legally taken by the union. After the men had struck without the sanction of the union, the strikers offered to go back to work again, not with a bona fide intention of working, but in order that they might strike with the sanction of the union according to the terms of the rules providing for "strike pay," but the employers being aware of their real intention refused to receive them back, and the Court of Appeal held that this was not being "thrown out of employment" within the meaning of the rule, but Stirling, J., was doubtful on this point.

LANDLORD AND TENANT—RENEWAL OF LEASE "AT COSTS OF LESSEE—COSTS OF ARBITRATION AS TO FINE PAYABLE ON RENEWAL.

In *Mostyn v. Fitzsimmons*, (1903) 1 K.B. 349, the simple point was as to the costs of an arbitration to fix the amount of a fine payable on the renewal of a lease. The lease provided that the renewal was to be at "the costs of the lessee" and on payment of a fine to be fixed by the lessors surveyor, or at the option of the lessee by two arbitrators and an umpire. The lessee elected to refer the amount of the fine to arbitration, and it was held by the Court of Appeal (Williams, Stirling, and Mathew, L.JJ.) that the costs of the arbitration and award were under the terms of the lease payable by the lessee, which covered all costs consequent on the renewal, and not merely the conveyancing costs as Wright, J., had held.

LEASE—POWER TO DETERMINE—TERMINATION OF LEASE ON NOTICE—BREACHES OF COVENANT—LIABILITY OF LESSEE FOR BREACH OF COVENANT NOTWITHSTANDING TERMINATION OF LEASE.

Blore v. Giulini, (1903) 1 K.B. 356, is another case on the law of landlord and tenant. In this case the lease contained a proviso that it might be determined on notice and that "in such case this present indenture and every clause, matter and thing therein contained shall upon the expiration of the said notice, cease and