

of the lunatic, that on his death the charge vested in his sister as administratrix of his estate until her death, and then in her husband as administrator, de bonis non of the lunatic, that in both cases the charge and the right to the enjoyment of the freehold were held in different rights and there was therefore no merger. He also held that interest was chargeable though nothing was said about it, and that as the hand to pay was also the hand to receive the interest during the husband's possession, that prevented the statute from running against the charge, which was therefore held to be enforceable with interest from the date of the husband's death, notwithstanding the lapse of 79 years from the date of its creation, and with this conclusion the Court of Appeal (Collins, M.R., and Romer and Cozens-Hardy, L.JJ.) agreed.

**LANDLORD AND TENANT**—LEASE—COVENANT FOR QUIET ENJOYMENT—  
ASSIGNMENT OF REVERSION—SUBSEQUENT PURCHASE OF ADJOINING  
PROPERTY BY ASSIGNEE OF LESSOR—BREACH OF COVENANT.

*Davis v. Town Properties Corporation* (1902), 1 Ch. 797, is one of those cases which illustrate the temerity of suitors or their advisers. The defendants were assignees of the reversion of a lease, which contained a covenant for quiet enjoyment on the part of the lessor and his assigns. While owners of the reversion, the defendants purchased adjoining property on which they erected buildings alleged by the plaintiff (the lessee) to be a breach of the covenant for quiet enjoyment in the lease. Byrne, J., held that this was no breach of the covenant (1902), 2 Ch. 635 (noted ante p. 100) and the Court of Appeal (Collins, M.R., and Romer and Cozens-Hardy, L.JJ.) agree with him.

**LANDLORD AND TENANT**—COVENANT TO YIELD UP PREMISES—CONSTRUCTION  
—TRADE FIXTURES—GENERAL WORDS—EJUSDEM GENERIS

In *Lambourn v. McLellan* (1903), 1 Ch. 806, the point to be decided was whether a covenant by a tenant to yield up the demised premises on the determination of the term, "together with all doors, locks, keys, bolts, bars, staples, hinges, iron pins, wainscots, hearths, stones, marble and other chimney pieces, slabs, shutters, fastenings, partitions, pipes, pumps, sinks, gutters of lead, posts, poles, rails, dressers, shelves, and all other erections, buildings, improvements, fixtures and things which there were, or at any time during the term, should be fixed, fastened, or belong