

FIXTURES—TAPESTRIES AFFIXED TO WALL—TENANT FOR LIFE—REMAINDER-MAN.

In re De Falbe, Ward v. Taylor (1901), 1 Ch. 523, was a contract between the personal representatives of a deceased tenant for life and remainder-man, touching the right to remove certain tapestries which had been fixed by the deceased tenant for life to a mansion to which the remainder-man was entitled in remainder. The tapestries in question had been affixed to the walls of a drawing room in the following way: strips of wood were fastened on the walls by nails, canvas was then stretched over the strips, and the tapestries were then stretched over the canvas and fastened by tacks to it and pieces of wood mouldings fastened to the walls were placed round each piece of tapestry. Portions of the wall not covered by tapestries were covered with canvas, which was coloured so as to harmonize with the tapestries. Byrne, J. considered that the tapestries had been so affixed to the freehold as to be irremovable by the tenant for life or his personal representative, but the Court of Appeal (Rigby, Williams and Sterling, L.J.J.) took a more liberal view, and held that as the tapestries had been affixed to the walls merely for purposes of decoration, they were removable by the tenant for life or her representative, and though the latter should make good any damage to the wall occasioned by the removal, he was not liable for the cost of entirely redecorating the room. Although Williams, L.J. seems to think the principles laid down by Lord Romilly in *D'Eyncourt v. Gregory*, L.R. 3 Eq. 382 were not in conflict with the present decision, Rigby, L.J. did not hesitate to say that he thought the decision in that case was not right "if it would apply to such a case as the present" and ought not to be followed.

SPECIFIC PERFORMANCE—AGREEMENT TO LET FOR A YEAR—OFFER OF TWO ALTERNATIVES—VERBAL ACCEPTANCE OF ONE OF TWO OFFERS—STATUTE OF FRAUDS, S. 4.

Lever v. Koffler (1901), 1 Ch. 543, was an action for specific performance to grant a lease for a year. The contract on which the plaintiff relied, was evidenced by a letter, offering either to let the premises in question upon an annual tenancy at a specified rent, or to sell part of the premises for a specified price. The plaintiff verbally accepted the offer to let, and the question was whether the contract, being in the alternative form, was a sufficient memorandum to bind the defendant under the 4th section of the Statute of