

on, but the lessors did not know of his sub-tenancy until July, 1907. The lessors and Abrahams wished to get rid of the sub-tenancy, and early in August Abrahams gave Woolf notice to quit on August 19, and subsequently the lessors on the 7 August made an agreement in writing with Woolf whereby he became the weekly tenant of the lessors as from August 12, but there was no agreement as to Woolf's fixtures. On August 19 Abrahams executed a deed of surrender, but dated August 6 (so as to make the surrender precede the date of the agreement between the lessors and Woolf). On September 12, 1907, the lessors gave Woolf notice to quit on September 23. Woolf on quitting removed some of his trade fixtures and claimed to remove others, and the present action was brought by the lessors, claiming an injunction and damages. Parker, J., who tried the action, came to the conclusion that the defendant was precluded by what had taken place from removing the fixtures, that if not bound by Abrahams' agreement to surrender, yet his agreement of August 7 had the effect of surrendering his tenancy under Abrahams, and by accepting a new tenancy under the plaintiffs without making any stipulations for the removal of the fixtures he had lost his right to remove them.

LANDLORD AND TENANT—QUIET ENJOYMENT—DEROGATION FROM GRANT—IMPLIED CONTRACT—AGREEMENT "TO LET"—DISTURBANCE INDUCED BY LANDLORD.

*Markham v. Paget* (1908) 1 Ch. 697 was an action by a tenant against his landlord for breach of an implied covenant for quiet enjoyment. The demised premises consisted of a residence and grounds beneath which was a bed of coal, which was excepted and reserved. The landlord was equitable tenant for life of the premises and was also one of several trustees of the fee, including the minerals, which had been also leased to demising trustees, who had leased them to a company. This company covenanted to indemnify the lessors against damage caused by their working and to indemnify the lessors against actions in respect of damage arising from the exercise of their powers. The mining lease empowered the lessees to let down the surface, but there was a provision that in case serious damage by subsidence was reasonably anticipated, the company might, without paying for the same, leave sufficient coal, as might be agreed upon by the lessors, for support. Serious damage being anticipated to the residence leased to the plaintiff by working of the coal, the