

FLOTSAM AND JETSAM.

Here is a singular bequest by a French man; it may truly be styled 'a new way to pay old debts.' Vaugéas, the famous French grammarian, was in the receipt of several pensions, but so prodigal was he in his liberalities, that he not only always remained poor, but was rarely out of debt, and finally acquired among his intimates the *sobriquet* of *Le Hibou* from his compulsory assumption of the habits of that bird, and only venturing into the streets at night. His will contains much that is original, but the following is an especially characteristic clause. After disposing of all the little he possessed to meet the claims of his creditors, he adds: 'Still, as it may be found that even after the sale of my library and effects, these funds will not suffice to pay my debts, the only means I can think of to meet them is that my body should be sold to the surgeons on the best terms that can be obtained, and the product applied, as far as it will go, towards the liquidation of any sums it may be found I still owe; I have been of very little service to society while I lived, I shall be glad if I can thus become of any use after I am dead.' Whether the creditors accepted this well-intentioned bequest in part satisfaction of their claims is not recorded. I should have been pleased to have found that it was 'declined with thanks,' so that the poor *savant's* body might have gone in peace, instead of pieces, to its last resting-place.

In the case of *Ex parte Heminway v. Stevens*, 2 Lowell's Decisions, 496, the question arose as to what are the rights of the tenant of premises in respect to fixtures put in the leased premises by him, and it was held that the right of the tenant to remove such fixture is not lost by non-payment of rent and notice to quit, but only by quitting. If the landlord has prevented the removal by an attachment of the fixtures, the right is not then lost, even by leaving the premises. It was also held that a parol renewal of a lease renews whatever rights the tenant had to remove the fixtures. See, as sustaining the doctrine permitting removal, notwithstanding non-payment of rent, *Slossfield v. Mayor of Portsmouth*, 4 C. B. (N. S.) 129, though the point, as a general one, was not decided in that case. See, however, *Whipley v. Dewey*, 8 Cal. 36, and *Weeton v. Woodstock*, 7 M & W. 14. As to parol occupancies from year to year, or from month to month by the same tenant, it has been held that they make up, when past, but one tenancy: *Birch v. Wright*, 1 T. R. 380; *Rez v. Herstmonceaux*, 7 B. & C. 551. And the successor of a tenant, in the absence of

evidence of a new and different contract with him, succeeds to the duties and rights of his predecessor. And a mere holding over of a tenancy from year to year does not affect the tenant's privilege to remove fixtures put in during the term of his previous lease in writing, and so long as he holds under a fair claim of right, as tenant, he preserves his privilege. See *Penton v. Robart*, 2 East, 88; *Roffery v. Henderson*, 17 C. B. 574; *Heap v. Barton*, 12 id. 274; *Marshall v. Lloyd*, 2 M. & W. 450. It has been held, however, that when one accepts a written lease of the same premises, with the buildings, etc., from his landlord on the expiration of the former tenancy, he impliedly admits that the fixtures, of which he accepts a demise, belong to the landlord: *Loughran v. Ross*, 45 N. Y. 792; 6 Am. Rep. 173; see also *Shepard v. Spaulding*, 4 Metc. 416.—*Albany Law Journal*.

THE knowledge of law prevailing among the English lower classes is illustrated by the following story: Not long ago an officer of the London school board was crossing Covent Garden market at a late hour, when he found a little fellow making his bed for the night in a fruit basket. "Would you not like to go to school and be well cared for?" asked the official. "No," replied the urchin. "But do you know that I am one of the people who are authorised to take up little boys whom I find as I find you, and take them to school?" "I know you are, old chap, if you find them in the streets, but this here is not a street. It is private property, and if you interferes with my liberty, the Duke of Bedford will be down upon you. I knows the hact as well as you."—*Ex*.

The following is an extract from the will of John Hylett Stow, proved in 1781: "I hereby direct my executors to lay out five guineas in the purchase of a picture of the viper biting the benevolent hand of the person who saved him from perishing in the snow, if the same can be bought for the money; and that they do, in memory of me, present it to ———, Esq., a King's counsel, whereby he may have frequent opportunities of contemplating on it, and by a comparison between that and his own virtue, be able to form a certain judgment which is best and most profitable, a grateful remembrance of past friendship and almost parental regard, or ingratitude and insolence. This I direct to be presented to him in lieu of a legacy of three thousand pounds I had by a former will, now revoked and burnt, left him."—*Newcastle Chronicle*.