

courtesy and hospitality. Favorable arrangements have been made with the railways by which return rates are reduced to one and-a-third fare, or possibly less.

ENGLISH CASES.

EDITORIAL REVIEW OF CURRENT ENGLISH DECISIONS.

(Registered in accordance with the Copyright Act.)

EASEMENT—RIGHT OF WAY—GRANT OF RIGHT OF WAY TO TENANT FROM YEAR TO YEAR, WHO SUBSEQUENTLY ACQUIRES FEE—COVENANT WITH YEARLY TENANT, "HIS HEIR AND ASSIGNS"—GRANT IN GROSS.

Rymer v. McLroy, (1897) 1 Ch. 528, turns on a short point of real property law. A grant and covenant was made to and with a tenant from year to year, and "his heirs and assigns," giving him, his heirs and assigns a right of way over certain lands of the grantors. Subsequently the grantee acquired the fee simple, and the defendant claimed under him as assignee, and the question was whether he was entitled to the benefit of the easement. On the part of the plaintiff it was contended that the easement was granted only in respect of the estate then held by the grantee as tenant from year to year, and that it would be void as to any future acquired estate as being a grant in gross, and that the use of the words "heirs and assigns" could not extend the effect of the grant beyond the existence of the estate to which the grantee was entitled at the time of the grant, and that as that estate became merged on his acquiring the fee, the right to the easement then came to an end. Byrne, J., who tried the action, however, was of opinion that the grant was good and enured to the benefit of the grantee and his heirs and assigns, so long as they had any estate in the dominant tenement.

INNKEEPER, RIGHT OF, TO NOTIFY GUEST TO LEAVE—GUEST AT INN, RIGHT OF, TO REMAIN—TRAVELLER, GUEST AT INN WHEN HE CEASES TO BE.

Lamond v. Richard (1867), 1 Q.B. 541, would almost appear to be unique. The plaintiff had originally been a guest at the defendants' hotel. She was a lady in good position, and