

LORD'S DAY ACT—(29 CAR. 2, c. 7, s. 1)—EXERCISING "WORLDLY LABOUR, BUSINESS OR WORK" ON SUNDAY.

In *Palmer v. Snow* (1900) 1 Q.B. 725, Channell and Bucknill, JJ., on a case stated by a magistrate as to whether a barber was within the provisions of the Lord's Day Act (29 Car. 2, c. 7 s. 1), which forbids work on Sundays by any "tradesman, artificer, workman, labourer, or other person whatsoever," came to the conclusion that the general words of the section must be confined to persons ejusdem generis as those specifically enumerated, and that a barber did not, therefore, come within them.

DISTRESS—EXEMPTION—"BEDDING."

In *Davis v. Harris* (1900) 1 Q.B. 729, under a statute exempting from distress certain property of the tenant, inter alia, "bedding," it was held by Channell and Bucknill, JJ., that the word "bedding" included "bedstead." The Ontario Acts relating to exemptions from execution and distress expressly include "bedsteads": see R.S.O. c. 77, s. 2; c. 170, s. 30.

APPORTIONMENT—RENT PAYABLE IN ADVANCE—APPORTIONMENT ON EVICTION—APPORTIONMENT ACT, 1870 (33 & 34 VICT., c. 35) s. 2—(R.S.O. c. 170, s. 4.)

In *Ellis v. Rowbotham* (1900) 1 Q.B. 740, the defendant, a tenant whose rent was payable in advance, was sued for an instalment of rent; he had been evicted for non-payment of such instalment under the terms of the lease, and claimed that under the Apportionment Act, 1870, (33 & 34 Vict., c. 35) s.2.—(R.S.O. c. 170, s. 4) notwithstanding that the rent was payable in advance, that he was only liable for a proportionate part which would fall due de die in diem up to the day of his eviction. The Court of Appeal (Smith, Collins, and Romer, L.JJ.) affirmed the judgment of Kennedy, J., in favour of the landlord, holding that in such a case, the rent being payable in advance, there is no right of apportionment, although Collins, L.J., confessed to having some doubt.

HIGHWAY—TRESPASS TO LAND—USE OF HIGHWAY FOR PURPOSE OTHER THAN TRAVEL.

Hickenson v. Maisey (1900) 1 Q.B. 752, was an action of trespass in which the facts were as follows: The plaintiff was possessed of land traversed by a highway. A trainer of horses had agreed with the plaintiff for the use of some of his land for the training and