

expressing any opinion as to the ground on which the judgment of the court should be based.

**RAILWAY—"ORDINARY LUGGAGE"—BICYCLE.**

In *Britten v. Great Northern Ry.* (1899) 1 Q.B. 243, the question discussed is whether the bicycle of a railway passenger is "ordinary luggage," and Channel, J., who tried the action, was clearly of opinion that it was not, and that the defendants were therefore entitled to demand pay for its carriage, which they would not have been had it come within the description of "ordinary luggage."

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### Correspondence.

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#### TENANT DISPUTING LANDLORD'S TITLE.

*To the Editor of the Canada Law Journal.*

DEAR SIR,—In your issue of February 1st, I notice a letter signed D. A. H. in reference to the appeal in *Ross v. McDougal*, lately decided by the Supreme Court of Nova Scotia. The writer makes the somewhat startling assertion that the Supreme Court in that decision have "somewhat shattered the old time-honoured doctrine that a tenant cannot dispute his landlord's title." If this is the case, then I agree with the writer that it is important that the practising profession in Nova Scotia should know it. I cannot, however, agree with him when he states that the doctrine referred to above has been affected in the slightest degree by that decision.

The facts of the case are not sufficiently set out in the letter. The purchaser at the sheriff's sale did more than notify the tenant to pay rent to him. He served the tenant with a written notice to quit, and threatened him with immediate eviction unless the tenant would agree to pay rent thereafter to the purchaser who had a paramount title. The tenant accordingly did agree to pay the purchaser the rent from that time forward, and to hold the premises as his tenant. I quote from the uncontradicted evidence of Ross (the tenant), as it appears in the printed case; the portions in brackets are mine: "I went to Morrison (the purchaser) after getting 'L.M.D.' (the notice to quit) and he told me he owned the premises, and that unless I paid rent to him to get out. I then made arrangement with him to pay rent from August (the month