a charge on the sum of £623 8s. 9d. cash. The defendant pleaded that no cause of action was disclosed. Wright, J., gave effect to that contention, and dismissed the action. The Court of Appeal Collins, M.R., and Mathew, and Cozens-Hardy, L.JJ.) affirmed his decision, and in doing so, enter into an interesting discussion of the practice of review under the former Chancery practice, and come to the conclusion that an action of review will not lie where under the practice an appeal could have been had. That in short, the procedure by review is limited to cases where by reason of the subsequent discovery of fraud or of some new matter affecting the order complained of, the order is impeached.

LANDLORD AND TENANT—COVENANT TO PAY OUTGOINGS—YEARLY TENANCY —DEFECTIVE DRAIN—RECONSTRUCTION OF DRAIN—TENANT OVERHOLDING —IMPLIED AGREEMENT BY TENANT HOLDING OVER.

Harris v. *Hickman* (1904) 1 K.B. 13, was an action by a landlord against a tenant on a covenant of the latter to pay all "rates, taxes and assessments and outgoings whatsoever in respect of the said premises." It appeared that the defendant had been lessee of the premises under a lease for three years at a rent of £70 in which the covenant sued on was contained, and after the expiration of the three years he continued in occupation of the premises without any fresh agreement and paid rent at the rate reserved by the lease. During this occupation the lessors were served with notice under the Public Health Act that the drain of the premises was creating a public nuisance. The lessors gave the defendant notice to repair it, and on his refusing to do so, they reconstructed it, and now sued the defendant for £70 1s. 6d. the expense of so doing. Wright, J., who tried the action, dismissed it on two grounds, (1) that the lessors having done the work immediately on receipt of the notice of the nuisance and before the receipt of any notice requiring them to abate it, the expense incurred was voluntary and consequently not an "outgoing" within the meaning of the covenant; and (2) because even if it were an outgoing within the meaning of the covenant, it was not, having regard to the proportion which the expenditure bore to the yearly rent, a covenant which was applicable to a yearly tenancy, and that the defendant in holding over, could not be presumed to have become a yearly tenant on the terms of such an obligation. The action consequently failed.