obligations between vendor and purchaser which are intended to be satisfied by the execution of the conveyance, it does not necessarily discharge a liability of this kind unless the circumstances of the case indicate that such was the intention of the parties.

MORTGAGEE—SUBSEQUENT LEASE BY MORTGAGOR—NOTICE TO ATTORN TO MORTGAGEE—POSSESSION BY TENANT AFTER NOTICE.

In *Towerson* v. *Jackson* (1891), 2 Q.B. 484, the circumstances under which a tenant of a mortgagee under a demise subsequent to the mortgage will become tenant to the mortgagee are discussed. The plaintiff endeavored to maintain that his remaining in possession after receiving notice from the mortgagee to pay his rent to him was sufficient; but the Court of Appeal (Lord Esher, M.R., and Bowen and Kay, L.JJ.) were clear that the mere continuance in possession of the tenant after the receipt of the notice is not conclusive evidence of the creation of a new tenancy between him and the mortgagee, and the decisions in *Brown* v. *Storey*, 1 M. & G. 117, and *Underhay* v. *Read*, 20 Q.B.D. 209, to the contrary, were held to be erroneous. In the present case the plaintiff had tendered the rent to the mortgagee, but the latter had refused to accept it unless the plaintiff agreed to terms of tenancy, which he declined to do. The court therefore held that no new tenancy had been created.

CONTRACT—IMPLIED COVENANT—AGREEMENT FOR SALE OF PRODUCTS OF BUSINESS—VOLUNTARY SALE OF BUSINESS.

In *Hamlyn* v. *Wood* (1891), 2 Q.B. 488, the plaintiff had agreed to buy and the defendants had agreed to sell, at a certain specified rate, the grains from the defendants' brewery for ten years. Before the ten years had elapsed, the defendants sold their brewery; and the present action was brought for breach of an alleged implied covenant, that the defendants would not during the ten years by any act of their own put it out of their power to continue the sale of grains to the plaintiff. Mathew, J., who tried the case, gave effect to the plaintiff's contention; but the Court of Appeal (Lord Esher, M.R., and Bowen and Kay, L.JJ.) reversed his decision, being of the opinion that such an implied contract only arises when it is necessary in order to carry out the presumed intention of the parties, and to prevent a failure of consideration for instance, if in the present case the defendants had paid down a sum for the grains for ten years, an implied agreement on the part of the defendants not to do anything to prevent themselves from supplying the grains during the ten years might (though the court even in that case do not say positively that it would) have arisen; but as in this case the grains were to be paid for as delivered, there was no such necessary implication as to the intention of the parties, nor any such failure of consideration as to warrant the court in holding there was any such implied agreement as claimed by the plaintiff.

INTERPLEADER ISSUE, JUDGMENT ON—INTERLOCUTORY ORDER.

In *McNair* v. *Audenshaw Paint Co.* (1891), 2 Q.B. 502, the Court of Appeal reaffirmed the opinion expressed in *McAndrew* v. *Barker*, 7 Ch.D. 701, that the order