

REVIEW OF CURRENT ENGLISH CASES.

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LANDLORD AND TENANT—DISTRESS—EXEMPTION—GOODS COMPRISED IN HIRE PURCHASE AGREEMENT—POSSESSION ORDER OR DISPOSITION—"REPUTED OWNERSHIP"—GOODS OF WIFE UNDER HIRE PURCHASE AGREEMENT—DISTRESS AMENDMENT ACT, 1908 (7 EDW. VII. c. 53) s. 4—(R.S.O. c. 170, s. 31).

In *Rogers v. Martin* (1911) 1 K.B. 19, a landlord having seized in distress a piano on the demised premises which the wife of the tenant had agreed to purchase on a hire purchase agreement, the vendors claimed the piano and the bailiff having refused to deliver it up the present action was brought. The Distress Amendment Act, 1908 (8 Edw. VII. c. 53) which exempts the goods of third persons from distress provides that such exemption is not to extend to the goods belonging to the husband or wife of the tenant, nor to goods comprised in any bill of sale, hire purchase agreement or settlement made by the tenant, nor to goods in the order and disposition of the tenant by the consent of the true owner under such circumstances that the tenant is the reputed owner. Following *Shenstone v. Freeman* (1910) 2 K.B. 84 (noted ante, vol. 46, p. 538), the Court of Appeal (Lord Alverstone, C.J., and Buckley, and Kennedy, L.J.J.) held that the piano was not subject to distress, the hire and purchase agreement not having been made by the tenant, and the piano could not be deemed to be in the "possession, order or disposition" of the tenant by the consent of the true owners in such circumstances as that he was "the reputed owner thereof." One other point is also decided. The statute requires that the claimant shall deliver a declaration of ownership to the bailiff, and the Court held that does not mean that a statutory declaration must be delivered, nor, where there are several joint owners, that all must sign the declaration.

LANDLORD AND TENANT—SUB-LESSOR AND SUB-LESSEE—COVENANTS TO REPAIR IN HEAD-LEASE AND SUB-LEASE—NEGLECT OF SUB-LESSEE TO REPAIR—DAMAGES FOR BREACH—COSTS.

In *Clare v. Dobson* (1911) 1 K.B. 35, the plaintiff was sub-lessor of the defendant; both the head and sub-lease contained covenants in identical terms to repair, and on the face of the sub-lease it appeared that the reversion was a leasehold reversion.