

English authorities cited." MacLennan, J.A., was also clear that the case was not governed by *Hochster v. De la Tour* but was quite different. Mere repudiation, he thought, was no breach and gave the plaintiff no cause of action.

Is it possible to distinguish *Fitzgerald v. Mandas* from *Conolly v. Coon* in that, in the latter case, the defendant entered and occupied the demised house for five months before he abandoned it, while, in the former case, Mandas, having become a party to an indenture of lease containing a demise of property for ten years, never entered under the lease, though he did not actually repudiate it until after the commencement of the term? Mandas had only an *interesse termini*, not a term in the demised property. Could he before entry get rid of his interest and determine his tenancy by a verbal repudiation? If he could not, then the principle so clearly laid down in *Conolly v. Coon* should apparently govern his case.

The inchoate right which the grant of a lease confers before entry upon the lessee is not a mere right arising out of contract, but a right of property, which gives him a cause of action against any person through whose act his entry or the delivery of possession to him may have been prevented. It is a right in rem alienable at common law and one which passes to the executor. *Gillard v. Cheshire Lines Committee*, 32 W.R. 943— (a judgment of the Court of Appeal). It is not an estate, but a right to an estate (*Doe v. Walker*, 5 B. & C. 111), and a conveyance by the lessee to the lessor will operate as a release and not as a surrender. In the case of an *interesse termini* the common law rule which requires a re-entry to divest an estate for forfeiture does not apply (*Carnegie v. Philadelphia*, etc., 158 Penn. St. 317).

Perhaps the best definition of an *interesse termini* and its incidents may be found in Bacon's Abridgment under Leases (*M*), part of which is as follows: "The lessor having done all that was requisite on his part to divest himself of the possession and pass it over to the lessee thereby transferred such an interest to the lessee as he might at any time reduce into possession by actual