

lowed, and the attempt there made by the judge at the trial to administer partial relief between the co-defendants can hardly be said to have been a satisfactory disposition of the case in any point of view.

LANDLORD AND TENANT—DISTRESS—NEW TENANCY—8 ANNE, C. 14, SS. 6, 7.

*Wilkinson v. Peel*, (1895) 1 Q.B. 516; 15 R. Mar. 403, was an action in which the plaintiff claimed damages for a wrongful distress. The plaintiff's husband had for many years been tenant of a farm known as Brickkiln Farm, which consisted of 412 acres. He gave notice to quit on April 5th, 1893. Prior to the expiration of the notice he agreed with his landlords to continue to occupy, and the landlords agreed to let to him 48 acres of the farm at a rent to be payable half-yearly, and he continued accordingly to occupy the 48 acres till his death, having, on 5th April, 1893, given up possession of all the rest of the Brickkiln Farm. The plaintiff, after his death, continued to occupy the 48 acres as his administratrix. The defendants distrained on the 48 acres for rent due by the plaintiff's husband in respect of the Brickkiln Farm at the time of his death. The Divisional Court (Lawrance and Kennedy, JJ.) were of opinion that the distress was illegal, and unwarranted by the statute of Anne, c. 14, ss. 6, 7, which they hold does not apply where the tenant remains in possession, not simply as an overholding tenant, but by virtue of a new tenancy created by agreement.

BAILOR AND BAILEE—WAREHOUSEMAN—ESTOPPEL—PROPERTY IN GOODS OBTAINED BY FRAUD—JUS TERTII—TROVER—DAMAGES.

In *Henderson v. Williams*, (1895) 1 Q.B. 521, the plaintiffs sued for the conversion of goods under the following peculiar circumstances. The defendants were warehousemen who held 150 bags of sugar to the order of Grey & Co. One Fletcher, pretending that he was Robinson, negotiated with Grey & Co. for the purchase of the 150 bags, and Grey & Co., thinking they were selling them to Robinson, directed the defendants to hold them subject to Fletcher's order. Fletcher then agreed to sell the 150 bags to the plaintiffs, who had no notice of the fraud, and who, before completing the purchase, inquired of and was informed by the defendants that they held them to the order of Fletcher, and agreed to transfer them to the plaintiffs on re-