

lost through the negligence of the defendants' servants. Walton, J., gave judgment for the plaintiffs, and the Court of Appeal (Lord Alverstone, C. J., Collins, M. R., and Romer, L. J.,) affirmed his decision on the ground that where a clause in a contract, such as that in question, is capable of two constructions, one of which will make it applicable where there is no negligence on the part of the carrier or his servants, and the other will make it applicable where there is such negligence, the latter construction is not to be adopted unless there be special words clearly making the clause cover non-liability in case of negligence.

**LANDLORD AND TENANT** — CONSTRUCTION — AGREEMENT FOR TENANCY AT YEARLY RENT—THREE MONTHS' NOTICE—EXPIRATION OF NOTICE.

*Dixon v. Bradford & D. Ry. Supply Society* (1904) 1 K.B. 444, was an action by a landlord for rent. The tenancy was created by agreement whereby the premises were let to the defendants at "£25 per ann. from 1 October, 1894; the tenant to pay rates and taxes in addition; three months' notice on either side to terminate this agreement." On 24 Sept., 1902, defendants gave notice to quit and they went out of possession before the end of 1902. The rent had been paid quarterly, and plaintiffs, notwithstanding the defendants had quitted possession, claimed rent for the quarter ending 31 March, 1903. The County Court judge who tried the action dismissed it on the ground that the tenancy had been duly determined. The Divisional Court (Lord Alverstone, C. J., and Kennedy, J.,) reversed his decision on the ground that the tenancy was a yearly tenancy and could only be terminated by three months' notice expiring with a year of the tenancy; but for the express stipulation as to three months' notice, six months' notice would have been necessary.

**LANDLORD AND TENANT**—TENANCY FOR THREE YEARS—AGREEMENT TO PAY OUTGOINGS—ORDER BY SANITARY AUTHORITY TO RECONSTRUCT DRAIN.

*Stockdale v. Ascherberg* (1904) 1 K. B. 447, was also an action between landlord and tenant. In this case the tenancy was for three years, and the tenant had agreed to pay in addition to his rent "all outgoings in respect of the premises." Six months after the tenancy had commenced, the plaintiff was notified that the drains on the premises were a nuisance, and he was required to reconstruct them, which he accordingly did in pursuance of the