

mained subject to the limitations of the settlement under which the infant was entitled; and Neville, J., so declared. It may be noted that the mortgage had been paid off, so that no question arose as to the mortgagees' rights. It may also be noted that although Neville, J., mentions the point as to whether the mortgage being paid off the estate tail reverted, but it was not necessary for him to adjudicate upon it. In Ontario it may be taken to be settled that a mortgage is as effectual as an absolute conveyance to bar an entail, and that, on payment and discharge of the mortgage, the entail does not revive: *Lawlor v. Lawlor*, 10 S.C.R. 194.

STREET RAILWAY—COMMON CARRIER OF PASSENGERS—MUNICIPALLY OWNED STREET RAILWAY—NEGLIGENCE—LIABILITY FOR PERSONAL INJURIES—CONDITION LIMITING LIABILITY.

In *Clarke v. West Ham* (1909) 2 K.B. 858 the plaintiff claimed to recover from the defendants, a municipal corporation, damages for injuries sustained by the plaintiff while travelling on a street railway owned and operated by the defendants. The defendants had endeavoured to limit their liability to the sum of £25, by posting a notice in their cars, stating, as the fact was, that they carried passengers at a less rate than that allowed by law, upon the condition that the maximum sum for which they were liable to any passenger for any injury suffered on the car was £25. But the Court of Appeal (Cozens-Hardy, M.R., and Farwell and Kennedy, L.J.J.) affirmed the judgment of Coleridge, J., that that notice did not relieve the defendants from their common law liability as common carriers, and that the defendants were not entitled to limit their liability for negligence without giving the passenger the option of travelling at the higher fare without any such condition. If, on such an offer being made, a passenger elected to be carried at the lower rate the court considered that he would be bound by the condition.

LANDLORD AND TENANT—FORFEITURE OF LEASE—BREACH OF COVENANT—EJECTMENT—ELECTION TO DETERMINE LEASE—APPLICATION BY UNDER LESSEE FOR RELIEF AGAINST FORFEITURE OF HEAD LEASE—EFFECT OF ORDER RELIEVING AGAINST FORFEITURE—CONVEYANCING AND PROPERTY ACT, 1881 (44-45 VICT. c. 41) s. 14—(R.S.O. c. 170, s. 13).

*Dendy v. Evans* (1909) 2 K.B. 894. In this case a lease was made of certain premises containing a covenant by the lessee to