

reason to suspect that any one innocent man has been executed on the sentence of any judge in this Colony."

SELECTIONS.

VENDOR AND PURCHASER—NOTICE OF TENANCY

James v. Linchfield, M.R., 18 W. R. 158.

Everything that puts a purchaser on inquiry amounts to notice; and it has long been settled that the occupation of a tenant amounts to notice to the purchaser of the actual interest of the tenant in the property (*Taylor v. Stibbert*, 2 Ves. 437).

A purchaser who takes it for granted that the occupation of a tenant is from year to year only, will nevertheless be bound, if it turns out that the tenant enjoys a larger interest, or has an option to purchase (*Daniel v. Davison*, 16 Ves. 249).

As between tenant and purchaser, then, the purchaser cannot, after notice of a tenancy, set up the defence of purchase for valuable consideration without notice, whatever the actual tenancy or tenant's right may turn out to be. In the case before us the Master of the Rolls decided that the same principle was applicable to cases between vendor and purchaser, as to cases between purchaser and tenant. The purchaser in the present instance was tenant from year to year, and assumed that the remainder of the property contracted to be purchased, which he knew to be in the occupation of A. B., was held upon similar terms. It turned out that A. B. had in his pocket when the contract was made an agreement for a lease for twenty-one years of the portion of the property occupied by him; and the purchaser in consequence filed his bill against the vendor for specific performance with an abatement. If it had been a case of mistake although on the purchaser's part only, and not common to him and the vendor, yet, as the matter rested in contract, and no deed had been executed, the Court might, it seems, have rectified the error (*Harris v. Pepperell* 16 W. R. 68, L. R. 5 Eq. 1, as was done in *Garrard v. Frankel*, 30 Beav. 445). where a person supposed he had entered into a contract for a lease at one rent, and it turned out that the rent specified was of a larger amount. But in the present instance there was no case of mistake, inasmuch as the purchaser was put upon inquiry by his knowledge of the fact of A. B.'s occupation, and therefore specific performance with an abatement was refused.—*Solicitors' Journal*.

CURIOUS TENURES.—Middleton Cheney, or Chenduit.—It is the custom in summer to strew the floor of this Church with hay cut from Ash Meadow, and in Winter straw is found at the expense of the Rector. A peculiar tenure also prevails in the lordship of this parish; when estates descend in the female line, the elder sister inherits by law.—*Oxford Journal*.

SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

NOTES OF NEW DECISIONS AND LEADING CASES.

LANDLORD AND TENANT.—In 1860, A. made a lease to B., who covenanted therein not to assign or part with the possession of the premises without A.'s written consent, and there was a re-entry clause. In 1865, B. with A.'s written assent to the transfer on the old terms, sold to C., and let him into possession without a formal assignment. In 1867, C., with A.'s written assent, assigned the term to trustees for creditors. The trustees sold to defendant, who took possession. *Held*, that there had been no forfeiture. There was never an assignee of the whole term, so as to be subject to the covenants in the lease, and B.'s covenant was not broken by letting C. into possession as he did, nor by the transfer by the trustees to defendant.—*West v. Dobb*, L. R. 4 Q. B. 634.

LEGACY.—A testator gave to his wife "any money that I may die possessed of, or which may be due and owing to me at the time of my decease." He had insured his own life. *Held*, that the debt accruing under the policy at his death passed by the above bequest.—*Petty v. Willson*, L. R. 4 Ch. 574.

LIBEL.—To charge A. in the newspaper with ingratitude in politically opposing B., and to allege that at a past time A. was in pecuniary straits, and was aided by B., and had since paid his debts, at the only support of the charge, is libellous.—*Ex v. Lee*, L. R. 4 Ex. 281.

MASTER AND SERVANT.—Defendant sent his carman and clerk with a horse and cart to deliver some wine, and bring back some empty bottles. Instead of returning directly, as was his duty, the carman, when about a quarter of a mile from the defendant's offices, drove off in another direction on business of the clerk's; and, while he was thus driving, negligently ran over the plaintiff. *Held*, that defendant was not liable.—*Storey v. Ashton*, L. R. 4 Q. B. 476.

NEGLIGENCE.—The plaintiff on getting into a railway carriage, having a parcel in his right hand, placed his left hand on the back of the open door to aid him in mounting the step. It was after dark, and he could see no handle, if there was one. The guard, without warning, slammed the door, throwing the plaintiff forward and crushing his hand between the door and door-post. *Held*, that the defendants were not entitled,