

SUPREME COURT DECISIONS
OF
JAMAICA & PRIVY COUNCIL DECISIONS,
FROM 1774—1923.

BY

J. E. R. STEPHENS,

OF THE MIDDLE TEMPLE AND MIDLAND CIRCUIT, BARRISTER-AT-LAW, AND RESIDENT MAGISTRATE
OF THE PARISH OF PORTLAND, JAMAICA, B.W.I.;
EDITOR-IN-CHIEF OF THE "MANUAL OF NAVAL LAW AND COURT-MARTIAL PROCEDURE";
PART EDITOR OF THE "ELEVENTH EDITION OF ADDISON ON CONTRACTS";
AUTHOR OF WORKS ON "DEMURRAGE," "FREIGHT," "CHARTERPARTIES," "BILLS OF LADING,"
"DIGEST OF HIGHWAY CASES," "DIGEST OF PUBLIC HEALTH CASES," ETC., ETC.

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1924

Lease from Year to Year—Six Months' Notice.

The lease from year to year granted to the plaintiff by the testator was binding upon his devisees.

The notice of 21st August, 1908, not being a six months' notice terminating at the end of a year of the tenancy, was not sufficient to determine the lease, and there was, in the opinion of this Court, no evidence of a disclaimer by the plaintiff which would dispense with the necessity for a proper notice.

What the plaintiff stated on being served with the notice was not a renunciation by her of her character as tenant, but merely the expression of a natural wish for reliable information as to who was the right owner entitled to receive the rent.

The further point raised for the respondent, that by removing part of her things from the premises the plaintiff agreed to accept the position, cannot be sustained. The threat contained in the notice sufficiently accounted for her taking steps to find another lodging.

The appeal is allowed, and the judgment of the Court below is reversed and judgment entered for the plaintiff.

The parties having agreed as to damages in accordance with a memorandum signed by counsel and deposited in this Court, judgment is in accordance with such memorandum to be entered for the plaintiff for £2, with costs and solicitor's costs in the Court below. The plaintiff to have the costs of the appeal fixed at £10.

(*Adams v. Scott* (1909), S. C. J. B., Vol. 9, p. 76, F. Clarke, Lumb and Beard, JJ.)

LAPSE OF TIME. *See* WILL.

LAPSED GIFT. *See* WILL.

LANDS CLAUSES LAW. *See* LAND.
