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Landlord and Tenant

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in the case. Final judgment was defined as that judgment which effectively and finally determines the issues after all appeals shall have been concluded. Thereafter, the pending case in the district court was dismissed for want of federal jurisdiction and the defendant proceeded to make the adjustments referred to in the separate contract.

The union contended that the separate contract did not permit the company to adjust the net credited service of the employees in the absence of a judicial decision on the merits. The jurisdiction of the federal court, it was argued, was not an issue and the decision of the court dismissing the action was not a final judgment as defined. The court of appeals, however, found that jurisdiction was in fact one of the issues raised on defense by the employer and that the court did pass upon the issue of jurisdiction. The court's judgment, it was held, was adverse to the union and since the ruling was a final judgment so far as that case was concerned, the employer had a right to make the adjustments referred to in the contract between the parties.

EDWIN R. TEPLÉ

LANDLORD AND TENANT

During 1962 two significant decisions were reported. In *President & Trustees of Ohio Univ. v. Athens Livestock Sales, Inc.*¹ the Court of Appeals for Athens County held that the lease in issue created a perpetual lease, and further, offered some suggestions as to how the lease could have been drawn more clearly. The disputed term of lease was

for and during the full term of three years . . . thereafter on a year to year basis until terminated by the lessees by one month's notice in writing to the lessors thirty days prior to March first of the year 1940 or any succeeding year.²

The court, while emphasizing that the law does not favor perpetual leases, held that the words "thereafter," "terminated by the lessees," and "succeeding year" could only be interpreted to mean that it was a perpetual lease. Further, the only manner in which the lease could be terminated would be a positive act on the part of the lessee, *i.e.*, the giving of notice as provided.

The court suggested that the lease could have been made clearer by the use of words such as "forever," "for all time," and "in perpetuity." Inasmuch as the law does not favor perpetual leases, perhaps those mem-

1. 115 Ohio App. 21, 179 N.E.2d 382 (1961).

2. *Id.* at 22, 179 N.E.2d at 383.