

LANDLORD AND TENANT—DISTRESS—TITLE OF LANDLORD, RIGHT TO DISPUTE—ESTOPPEL—RIGHT OF STRANGER WHOSE GOODS ARE DISTRAINED TO DISPUTE TITLE OF LANDLORD.

In *Tadman v. Henman*, (1893) 2 Q.B. 168, the well-settled principle, that a lessee is estopped from disputing his lessor's title without first giving up possession, was sought to be extended to a third person whose goods were distrained on the demised premises; but it was held by Charles, J., that, as to such third person, there is no estoppel. In this case the third person was the wife of the lessee, and some goods which were her separate property were, whilst on the demised premises by license of her husband, distrained by the landlord for rent due by her husband. In an action for conversion of the goods she disputed the landlord's title, and it was held that she was not estopped from so doing, and that the principle relied on only applies to tenants or persons claiming under them who have obtained possession of the demised premises, and had no application to a person placing goods on the premises by license of the tenant.

EXTRAORDINARY STATUTORY REMEDY NO BAR TO CIVIL ACTION.

In *Midland Railway Company v. Martin*, (1893) 2 Q.B. 172, it was held by Mathew and Wright, JJ., that an order made under a statute enabling a person to obtain a summary order from a magistrate for the delivery of goods unlawfully detained from him is no bar to a civil action for damages for the detention of such goods by the person against whom the order was made, because the statute in question gave the magistrate no power to deal with the question of damages.

LANDLORD, LIABILITY OF, TO THIRD PERSON—NEGLIGENCE—DANGEROUS PREMISES—IMPLIED UNDERTAKING TO REPAIR.

In *Miller v. Hancock*, (1893) 2 Q.B. 177, the Court of Appeal (Lord Esher, M.R., and Bowen and Kay, JJ.) has determined that where a landlord leases premises in flats to divers tenants he is liable in damages to third persons lawfully visiting the premises to see such tenants for any injury caused them by the defective state of the common staircase, and that in the absence of any stipulation to the contrary there is an implied undertaking on the landlord's part to keep such staircase in repair. The case was held to come within the principle of the decision in *Smith v.*