

DIGEST OF ENGLISH LAW REPORTS.

nothing as to the disposition of the insurance money. *Held*, that the lessee was not entitled to it. *Laves v. Bennett* (1 Cox 167) criticised; *Reynard v. Arnold* (L. R. 10 Ch. 386) explained.—*Edwards v. West*, 7 Ch. D. 858.

INTENTION.—See CONTRACT, 1.

INTEREST.—See WAIVER.

JOINT TENANT.—See TRUST, 1.

JUDGMENT.

The plaintiff sued defendants, to recover a penalty for violation of the Sunday statute, 21 Geo. 3, c. 49. The action was brought Aug. 17, 1877, in respect of a violation of Sunday, August 15. October 20, one R. brought suit against the defendants to recover for all the Sundays from and including August 15, to the date of the writ. Judgment in this suit went by default, and was pleaded in bar by defendants when plaintiff's suit came up. It appeared that defendant's attorney got R. to allow the use of his name to bring the suit, in order to cut off suits by others for the penalty, and in order to gain time to apply to the Home Secretary for a remission of the penalties; that R. never intended to enforce the judgment, or to have any thing further to do with the matter, but that he did not know of the suit brought by the plaintiff. *Held*, that R.'s judgment was obtained by covin and collusion, and could not be pleaded in bar of plaintiff's suit; and, moreover, the claim of plaintiff for the penalty became a debt from the date of his writ, and was not affected by subsequent suits.—*Girdlestone v. The Brighton Aquarium Co.*, 3 Ex. D. 137.

See EXECUTION.

JURISDICTION.—See ARBITRATION.

LACHES.—See PRINCIPAL AND AGENT.

LANDLORD AND TENANT.

1. In a lease of a large new warehouse, the lessor covenanted that he would "keep the roof, spouts, and main walls and main timbers of the warehouse in good repair and condition." There was also a provision, that, "in case the said warehouse . . . shall . . . be destroyed or damaged by fire, flood, storm, tempest, or other inevitable accident," there should be a reduction or discontinuance of rent until the building should be again tenantable. While the warehouse was being used by the tenant in a reasonable manner for the purpose which it was let for, the upper-floor beams broke, and two of the outer walls cracked and bulged, so that extensive repairs were made by the lessor, during the progress of which the tenant could not occupy the building. The lessor brought an action against the lessee for the amount expended in repairs, and the latter made a coun-

ter-claim for the rent paid by him under protest in respect of the time consumed in making the repairs. *Held*, that the covenant to keep "in good repair" meant such a condition as such buildings must be in, in order to answer the purpose for which they are used. If this particular building was in poor repair when leased, it was not enough to keep it merely in that condition. The lessee could not claim a rebate of rent under the clause "or other inevitable accident," nor any damages for occupation during the repairs, as the covenant to repair implied leave to enter for that purpose. *Saner v. Bilton*, 7 Ch. D. 81b.

2. A tenant is bound to keep the boundary between his landlord's land and his own distinct and well defined during the continuance of the lease, as well as to render it so at the end of the lease.—*Spike v. Harding*, 7 Ch. D. 874.

3. Lease by defendant to plaintiff of a basement, "together with the full and undisturbed right and liberty to store cartridges therein." The lessor covenanted to keep the premises and the landing-pier adjoining in proper repair and condition "for storing, landing, or shipping away cartridges;" and there was a covenant for quiet enjoyment. Before the lease ran out, the Explosive Act, 1875, rendered it no longer lawful to keep cartridges in the premises. Defendant gave plaintiff notice to remove the cartridges; and plaintiff refusing, defendant removed them himself. Plaintiff brought an action on the lease to restrain defendant from obstructing the storing of the cartridges, and to require him to render it possible for cartridges to be lawfully stored on the premises, and for damages. *Held*, reversing the decision of Fry, J., that judgment must be for the defendant.—*Newby v. Sharpe*, 8 Ch. D. 39.

See INSURANCE; NEGLIGENCE, 2; WAY.

LEASE.—See INSURANCE; LANDLORD AND TENANT; NEGLIGENCE, 2; PARTNERSHIP, 2; WAY.

LEGACY.—See WILL, 5.

LETTERS, CONTRACT BY.—See CONTRACT, 3.

LIBEL.—See SLANDER.

LICENSE TO ENTER.—See LANDLORD AND TENANT, 1.

LIEN.—See SALE, 2.

LIFE-ESTATE.—See MARRIED WOMEN, 2; WILL, 5.

LUGGAGE.—See RAILWAY, 1, 3.

MAINTENANCE AND EDUCATION.—See TRUST, 2.

MARKET OVERT.—See SALE, 1.

MARRIAGE SETTLEMENT.—See INFANT; SETTLEMENT.