

LANDLORD AND TENANT—FURNISHED LODGINGS—IMPLIED WARRANTY AS TO FITNESS OF TENANT.

*Humphreys v. Miller* (1917) 2 K.B. 122. This was an action by a landlord to recover damages for breach of warranty, fraudulent misrepresentation and concealment, against the executors of a deceased tenant, and his medical attendant, in the following circumstances. The daughter of the deceased had engaged furnished lodgings in the plaintiff's house for her father and herself. Her father was then suffering from leprosy, which fact was not disclosed. He was attended by his doctor until his death. The jury answered, among other questions, that the daughter and doctor misrepresented that the deceased was a fit and proper person to occupy the plaintiff's rooms, and that the doctor concealed from the plaintiff that the deceased was a leper, and that he stated to the plaintiff, as agent for the deceased, that he was not suffering from any infectious disease, and they found a verdict for the plaintiff for £250; but Darling, J., who tried the action, held that there was no implied warranty in the contract of tenancy, that the deceased was a fit and proper person to occupy the plaintiff's lodgings; and further that there was no evidence that the daughter knew that her father was suffering from leprosy, or that the doctor did more than express his honest professional opinion as to the non-infectious nature of leprosy in England. He therefore gave judgment for the defendants, which was affirmed by the Court of Appeal (Eady and Bankes, L.JJ., and Lawrence, J.)

EXHIBITION—VISITOR—RIGHT TO PHOTOGRAPH EXHIBITS.

*Sports and General Press Agency v. "Our Dogs"* (1917) 2 K.B. 125. This was an appeal from the decision of Horridge, J. (1916) 2 K.B. 880 (noted ante p. 48) and the Court of Appeal (Eady and Bankes, L.JJ., and Lush, J.) have affirmed the decision, that a visitor to an exhibition has a right to photograph exhibits, unless he is by contract prohibited from so doing.

PRINCIPAL AND AGENT—FOREIGN PRINCIPAL—LIABILITY OF AGENT—NAME OF PRINCIPAL NOT DISCLOSED—CUSTOM OF MERCHANTS—PRESUMPTION—REBUTTAL.

*Miller v. Smith* (1917) 2 K.B. 141. Where an agent made a contract on behalf of foreign principals whose names he did not disclose, it was contended in this case that by the custom of merchants the agent assumes a personal liability on the contract. But the Court of Appeal (Eady and Bankes, L.JJ., and Bray, J.)