

promise to pay the balance of the original judgment could be inferred from that payment. He was also of opinion that the plaintiff had elected to take the South African judgment as a satisfaction of the original judgment, and had thereby lost the right to sue for the balance of it.

INNKEEPER—OBLIGATION TO LODGE TRAVELLER—SHELTER AND ACCOMMODATION FOR THE NIGHT—DEMAND OF TRAVELLER TO PASS NIGHT IN PUBLIC ROOM OF INN.

Browne v. Brandt (1902) 1 K.B. 696, was an action brought to test the question whether an innkeeper whose bedrooms were all occupied, was under any obligation to receive and accommodate travellers, who requested to be allowed to pass the night in the coffee-room. A County Court judge held the defendant was under no such obligation, and a Divisional Court (Lord Alverstone, C.J., and Darling and Channell, J.J.) affirmed his decision.

LANDLORD AND TENANT—LEASE—COVENANT TO PAY—"IMPOSITIONS CHARGED OR IMPOSED IN RESPECT OF THE PREMISES"—ORDER FROM SANITARY AUTHORITY TO ABATE NUISANCE.

Foulger v. Arding (1902) 1 K.B. 700, was an action by a lessor against his lessee on a covenant in the lease whereby the lessee covenanted to pay and discharge "All impositions charged or imposed upon or in respect of the premises" during the term. The lessor had been served by the sanitary authority with notice to abate a nuisance on the premises caused by a privy by removing it and erecting a water closet in accordance with the by-laws. The lessor performed the work and now sued the lessee to recover the cost of so doing. The Divisional Court held that the lessee was not liable (1901) 2 K.B. 151, (noted ante vol. 37, p. 683), but the Court of Appeal (Collins, M.R., and Romer and Mathew, L.JJ.) unanimously reversed the decision, although admitting that the authorities on the point are in an unsatisfactory condition, as manifested by the two cases of *Tidswell v. Whitworth*, L.R. 2 C.P. 326, and *Thompson v. Lapworth*, L.R. 3 C.P. 149, which represent two divergent streams of authorities on the subject.

BANKRUPTCY—CHOSE IN ACTION—MORTGAGE—PRIORITIES.

In re Wallis (1902) 1 K.B. 719, although a bankruptcy case, deserves a passing notice: A bankrupt prior to his bankruptcy, had made a good equitable mortgage of a chose in action but the