

REVIEW OF CURRENT ENGLISH CASES.

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FATHER AND CHILD—LIABILITY OF FATHER FOR MAINTENANCE OF INSANE SON—MAINTENANCE BY SCOTCH PUBLIC AUTHORITY AS PAUPER LUNATIC—FATHER DOMICILED IN ENGLAND.

Coldingham v. Smith (1918) 2 K.B. 90. This was an action by a Scotch parish council to recover from the estate of a man who died domiciled in England for the cost of the maintenance of his adult son, who had been maintained by the plaintiffs as a pauper lunatic. Salter, J., who tried the action, held that the case was governed by English law, and that at common law a father is under no legal liability to maintain his adult son; and that it is only by order of justices made under the Statute 43 Elizabeth, c. 2, s. 3, that such liability could arise; and in the absence of any such order the action failed.

LANDLORD AND TENANT—DEMISE OF A PORTION OF A HOUSE, THE REST BEING RETAINED BY LANDLORD—COVENANT BY LANDLORD TO KEEP PREMISES IN TENANTABLE CONDITION—DEFECT IN PREMISES—DAMAGE TO TENANT—LIABILITY OF LANDLORD—NOTICE OF DEFECT.

Melles v. Holme (1918) 2 K.B. 100. This was an action by tenants against their landlord to recover damages for breach of a covenant to keep the demised premises in tenantable condition. The demised premises consisted of the first and second floors of a building. The top floor was let by the landlord to another tenant, and there was access to the roof from his premises. The roof was suffered to get out of repair and water in consequence entered the plaintiffs' premises and damaged their goods. The defendant contended that he had no notice of the defect, and was consequently not liable to the plaintiffs; but a Divisional Court (Salter and Roche, JJ.), on an appeal from a County Court, held that the rule exonerating a landlord from liability under a covenant to keep premises in a tenantable condition, unless he has express notice of the defect, does not apply to the case where he lets only a portion of the premises, and retains in his own control the portion, the defective condition of which causes the damage; judgment in favour of the plaintiffs was therefore awarded.