

ALIEN ENEMY—CONTRACT OF TENANCY—TENANT AN ALIEN ENEMY—ALIEN'S RESTRICTION ORDER—TENANT FORBIDDEN TO RESIDE IN DISTRICT WHERE DEMISED PREMISES SITUATE—LIABILITY FOR RENT.

*London & Northern Estates Co. v. Schlesinger* (1916) 1 K.B. 20. This is a case resulting from the war. The action was by a landlord against the tenant of a residential flat for rent. The lease was made before the war. The defendant on the outbreak of the war became an enemy, and as such was by order-in-council forbidden to reside in the district where the flat was situate. It was contended on his part that the implied basis of the contract was that he should be continued to be allowed by law to inhabit the flat in person and that the order-in-council forbidding him to do so had the effect of putting an end to the lease. The Common Serjeant in the Mayor's Court overruled the contention and gave judgment for the plaintiff. The Divisional Court (Avory and Lush, JJ.) affirmed the decision, being of the opinion that it was not an implied term of the contract that the law should continue to permit the defendant personally to reside on the premises.

HIGHWAY—NUISANCE—NEGLIGENCE—REPAIR OF GAS MAIN, FIRE AND MOLTEN LEAD ON LAND ADJACENT TO HIGHWAY—INJURY TO CHILD.

*Crane v. South Suburban Gas Co.* (1916) 1 K.B. 33. This case presented a neat little problem for decision. The defendant company's workmen, for the purpose of repairing a gas main in a highway, placed a fire pail on which was a ladle of molten lead, on unenclosed land adjacent to the highway. The plaintiff, a young child, was with other children playing near the fire, when a passer-by accidentally knocked it over, and the molten lead was spilt on the plaintiff, who was thereby injured. In such circumstances are the defendants liable? The judge of a County Court held they were, on the ground that it was negligent to leave the fire unattended in such a place with children about; and the Divisional Court (Avory and Lush, JJ.) agreed that it was actionable negligence, and also that it was a nuisance which also rendered the defendant liable.

MARRIAGE—BREACH OF PROMISE OF MARRIAGE—ILLNESS OF PLAINTIFF AT DATE FIXED FOR MARRIAGE—ONUS OF PROVING THAT SHE WAS FIT TO MARRY WITHIN A REASONABLE TIME AFTERWARDS—REASONABLE GROUND FOR BELIEVING PLAINTIFF UNFIT TO MARRY—NEW TRIAL—"NO SUBSTANTIAL WRONG OR MISCARRIAGE." RULE 556—(ONT. JUD. ACT. s. 28 (1)).

*Jefferson v. Paskell* (1916) 1 K.B. 57. This was an action