Venedotian Code only called for the gift of a throw-board, made of the bone of a sea animal, from the king.

The three Welsh codes vary somewhat as to the bard's share of spoils. The Venedotian says, "He is to have a cow, or an ox, from the booty obtained by the household from a border country after a third has gone to the king; and he is, when they share the spoil, to sing 'The Monarchy of Britain' to them." The Dimetian Code says: "If the bard of the household recite poetry, in the taking spoil with the king's household, he is to have the best animal of the spoil; and if there be preparation for battle, let him recite the song called 'The Monarchy of Britain' before them"; while the Gwentian says he is "to have a steer and a man's share," and at the time of fighting he was to sing "The Sovereignty of Britain" at the head of the household (Ven. C., B.I., c. 14; Dim. C., B.I., c. 18; Gwen. C., B.I., c. 19). The Chief of Song was another dignified officer whose duties were prescribed by the laws of Howel. He had a fee of twenty-four pennies as a bridal present from every maiden led to the altar; widows who perpetrated matrimony had nothing to pay for the music (Dim. C., B.I., c. 24).

R.W.R.

COMMENTS ON CURRENT ENGLISH DECISIONS.

The Law Reports for September comprise (1891) 2 Q.B., pp. 369-512; (1891) P., pp. 301-322; and (1891) 2 Ch., pp. 605-708.

INFANT—APPRENTICESHIP DEED, ACTION TO ENFORCE—COVENANT OF INFANT TO PAY PREMIUM.

Walker v. *Everard* (1891), 2 Q.B. 369, was an action brought to recover payment of the balance of a premium due under a covenant in an apprenticeship deed made while the defendant was an infant. The defendant set up his infancy at the time of the making of the covenant as a bar to the action. The jury found that the deed was a provident and proper arrangement for the infant, and necessary if he wished to learn the business, and that the premium was fair and reasonable, and that the plaintiff had given the required instruction. Grantham, J., gave judgment for the plaintiff, and the Court of Appeal (Lord Esher, M.R., and Fry and Lopes, L.JJ.) upheld it, holding that the providing an infant with necessary instruction in business stands on the same footing as ordinary necessaries, and that he was therefore liable on his contract to pay for them; but that a bond or covenant given by an infant to pay for such instruction is not conclusive as to the consideration, which may be inquired into as if there had been no deed. That whether education in a trade or business is a "necessary" is a question of fact to be determined by the circumstances of the infant.

LANDLORD AND TENANT—FORFEITURE OF LEASE ON BANKRUPTCY OF LESSEE.

Smith v. *Gronow* (1891), 2 Q.B. 394, is a decision upon the construction of a lease, which contained the usual covenant on the part of the lessee not to assign or sublet without the consent of the lessor, and also a proviso for re-entry if "the lessee, his executors, administrators, or assigns, should become bankrupt." The