

The defendants, being entitled to an unexpired lease of eight and one-half years, by a sub-lease, which did not contain the word "demise," let the premises to the plaintiff for the term of ten and one-half years, acting under mistake and in good faith. The sub-lease contained no express covenants for title or quiet enjoyment; at the expiration of eight and a half years the plaintiffs were evicted by the defendants' landlord, and the plaintiffs then brought the present action for breach of an implied covenant for title and for quiet enjoyment. Lord Russell, C.J., held that, in the absence of the word "demise" in the sub-lease, there was no implied covenant for title as distinguished from a covenant for quiet enjoyment; and that, although there was an implied covenant for quiet enjoyment, yet that such covenant only inured during the continuance of the interest which the defendant actually had in the premises, namely, the eight and a half years, and, therefore, that the plaintiff's action failed.

CONTRACT—BREACH OF CONTRACT—DAMAGES—RE MOTENESS.

In *Mowbray v. Merryweather*, (1895) 1 Q.B. 857, the plaintiffs were a firm of stevedores who contracted to unload a vessel, the defendant agreeing to supply all necessary tackle. The defendant supplied a defective chain, which occasioned an injury to one of the plaintiffs' servants; the plaintiffs, with reasonable care, might have discovered the defect. The servant sued the plaintiffs under the Employers' Liability Act (see 55 Vict., c. 30 (O.)), and the plaintiffs settled his claim by paying him £125, which they now sought to recover against the defendant. Charles, J., held that the plaintiffs were entitled to succeed, and that the damages were not too remote. He distinguished the case from *Kiddle v. Lovett*, 16 Q.B.D. 605, because in that case the plaintiffs had voluntarily settled the claim of the workman for which they were not legally liable.

RAILWAY—PASSENGER—TICKET, CONDITION ON—FORFEITURE OF TICKET.

*Great Northern Railway Co. v. Palmer*, (1895) 1 Q.B. 862; 15 R. April 348, was a lawsuit about one shilling, and is an instance of the way in which great railway corporations will litigate what, to the ordinary man, appears to be the most trivial question. The "great principle" at stake was whether a passenger who purchases a cheap excursion ticket between two named points,