

him to travel between certain stations on the defendant's railway. Upon the plaintiff's arrival at a station for which his ticket was available, after he had passed the ticket barrier and shewn his ticket to a ticket collector, but before he had reached the exit from the station, a porter in the defendant's employment took him by the arm and, in the presence of other persons, accused him of travelling first-class on a third-class ticket. The plaintiff brought the action for slander and assault and false imprisonment. The action was tried by Rowlatt, J., and was dismissed on the grounds that the offence of travelling without a proper ticket not being punishable by imprisonment, the claim for slander could not be maintained, no special damage being shewn; and further, that as the defendants had no power to arrest the plaintiff for the offence with which he was charged by the porter, they could not be taken to have impliedly authorized the porter to arrest him. The action therefore failed.

LANDLORD AND TENANT—LEASE—COVENANT BY LESSEE TO REPAIR
BEING ALLOWED ALL NECESSARY MATERIALS THEREFOR—CON-
STRUCTION.

Westacott v. Hahn (1917) 1 K.B. 665. In this case the construction of a covenant by a lessee to repair was in question. The covenant was somewhat unusual in its terms, providing, that the lessee would "from time to time during the said term at his own cost (being allowed all necessary materials for this purpose (to be previously approved in writing by the lessor) and carting such material free of cost a distance not exceeding five miles from the farm) when, and so often as, need shall require, well and substantially repair and maintain the farm-houses, etc., to the said premises belonging." The question discussed was whether the stipulation as to the allowance of all necessary materials raised an implied covenant on the part of the lessor to furnish them. The lessor had made no demand for the making of the repairs required, and it was held by the Divisional Court (Lord Reading, C.J., and Ridley, and Coleridge, J.J.), that the words in question did not create any implied covenant on the part of the lessor to supply the materials, but merely had the effect of making the lessee's covenant conditional on their being supplied.