

NEGLIGENCE—OWNER OF PREMISES—DANGEROUS PREMISES—
HOUSE LET OUT IN FLATS—FLIGHT OF STEPS IN POSSESSION
OF LANDLORD—STEPS INSUFFICIENTLY FENCED—LIABILITY OF
LANDLORD TO WIFE OF TENANT—KNOWLEDGE OF WIFE OF
TENANT OF DANGEROUS CONDITION OF STEPS.

Lucy v. Bawden (1914) 2 K.B. 318. In this case the husband of the plaintiff was lessee from the defendant of a flat in a house which was entered by a front door approached from the street by a flight of six steps protected on either side by a coping about eight inches high; on either side of the steps was an area. The steps remained in the defendant's possession and control. The plaintiff slipped on the steps and fell over into the area and for the injuries so caused the action was brought. The jury found that the steps were in defective repair for want of a railing and that this defect was due to the negligence of the defendant and that both the plaintiff and defendant knew of the defect before the accident. On these findings Atkin, J., who tried the action, gave judgment for the defendant on the ground that the danger was patent and known to the plaintiff and she must be presumed to have voluntarily taken upon herself to bear the risk.

LANDLORD AND TENANT—LEASE—COVENANT TO PAY TAXES
CHARGED ON PREMISES—LANDLORD ASSESSED BY MISTAKE—
PAYMENT BY LANDLORD—IMPLIED REQUEST.

Eastwood v. McNab (1914) 2 K.B. 361. This was an action by a landlord against a tenant on a covenant in a lease whereby the tenant covenanted to pay all assessments charged on the premises. By mistake the landlord was assessed for and paid taxes properly chargeable against the occupier of the premises and which were sought to be recovered in this action. The County Court judge dismissed the action but the Divisional Court (Ridley and Bankes, JJ.) held that the defendant was liable on the ground that the taxes were in fact charged upon the premises and there was an implied request on the part of the defendant to pay, and an implied promise by the defendant to refund the money.

MONEY LENDER—HARSH AND UNCONSCIONABLE TRANSACTION—
EXCESSIVE INTEREST—QUESTION OF LAW OR FACT—MONEY
LENDERS ACT, 1900 (63-64 VICT. c. 51), s. 1—(R.S.O. c. 175,
s. 4).

Abrahams v. Dimmock (1914) 2 K.B. 372. This was an action by a registered money lender to recover on a promissory note in which the defendant claimed the benefit of the Money Lenders