

the vibration of an engine of the lessors on adjacent land, whereby the lessee's premises were damaged so as to become useless to him, and he was in consequence obliged to remove his business therefrom and incur expense. There was evidence that the lessee's house was old and unstable at the beginning of the term, and that a house of ordinary stability would not have been injured by the vibration. The case was tried before Grantham, J., who found in favour of the defendant on his counterclaim. The Court of Appeal (Lindley, Lopes, and Davey, L.JJ.) affirmed the decision, holding that the plaintiffs could not lawfully derogate from their grant. The plaintiffs contended that the damages in any case consisted solely in the loss of the term, but the Court of Appeal were agreed that the defendant was entitled to recover any loss he had been put to as a natural consequence of the plaintiffs' wrongful act.

GUARANTÉE—INDEMNITY—VERBAL PROMISE TO INDEMNIFY—PROMISE TO ANSWER FOR DEBT OR DEFAULT OR ANOTHER—STATUTE OF FRAUDS (29 CAR. 2, C. 3).

*Guild v. Conrad*, (1894) 2 Q.B. 885; 9 R. Nov. 386, is one of those cases which shows in a very marked way the important difference between a contract of guarantee and a contract to indemnify. This was a case which came, as Lindley, L.J., says, very near the line. The plaintiffs had been accepting bills for a firm in which the defendant's son was a partner, upon a written guarantee of the defendant to be answerable to a specified amount. The bills were not met by the son's firm at maturity, and the plaintiff refused to accept any more, whereupon the defendant saw the plaintiff and verbally promised that if he would accept the bills in question in the present action he would provide the funds to meet them. The plaintiff accordingly accepted the bills which the defendant failed to meet, and the action was brought to compel him to make good his verbal promise. The defendant contended that it was void for not being in writing. The action was tried before Mathew, J., who gave judgment for the plaintiff; and the Court of Appeal (Lindley, Lopes, and Davey, L.JJ.) affirmed the judgment, holding that the promise was to provide the funds to meet the bills in any event, and not a promise to answer for the debt on default of the drawers of the bill, and that, therefore, the case was governed by *Thomas v.*