

STREET CAR—BY-LAW REQUIRING PASSENGER TO LEAVE BY HINDER-
MOST END—CONSTRUCTION.

In *Monkman v. Stickney* (1913) 2 K.B. 377 the construction of a by-law was in question, which regulated the exit of passengers from street cars of a municipal corporation. The by-law in question required that passengers should leave by the hindermost, or conductor's end. Both ends of the car were identical in construction and form. The defendant, a passenger, on the arrival of the car at the terminus, alighted from the end which, while the car was in motion, was the driver's end, and was summoned for a breach of the by-law. On a case stated by the Magistrate, the Divisional Court (Ridley, Pickford, and Avory, JJ.), held that the accused ought to have been convicted.

LANDLORD AND TENANT—COVENANT BY LESSEE TO PAY "OUT-
GOINGS"—COVENANT BY LESSOR TO KEEP EXTERIOR OF PREM-
ISES IN REPAIR—NOTICE BY SANITARY AUTHORITY TO RECON-
STRUCT OUTSIDE DRAIN.

Howe v. Botwood (1913) 2 K.B. 387. This was an action by a lessor against a lessee, in the following circumstances: by the lease the lessee covenanted to pay to the lessor all "outgoings" which now are, or during the said term shall be charged on the premises or the landlord, in respect thereof; and the lessor on his part covenanted to keep the exterior of the premises in repair. The plaintiff was served with notice by the sanitary authority, under the Public Health Act, that a nuisance existed on the premises, arising from the defects in an outside drain, and requiring him to do certain work which involved the renewal and reconstruction of the drainage system outside the house, and an order of justices was made requiring him to do the work. The lessor accordingly did the work, and in the present action claimed to recover the cost thereof, so far as it exceeded mere repair. The County Court Judge dismissed the action, and on appeal to the Divisional Court (Channell, and Coleridge, JJ.) his decision was affirmed, the Court holding that the lessee's covenant to pay "outgoings" must be read as being subject to the performance by the lessor of his covenant to keep the exterior of the premises in repair; and that, as the work of renewal and reconstruction of the drains was necessary in order to enable the plaintiff to perform his covenant to repair, he was bound himself to bear the cost thereof, and could not recover it from the defendant.