by the dancing was not a breach of the covenant for quiet enjoyment, that such covenants do not extend to nuisances committed on adjoining premises of the lessor, and therefore he refused an injunction: but on the general law he held that a lessor is responsible in damages to his tenant if he so uses his adjoining premises as to create a nuisance to his tenant, and he therefore awarded damages in respect of the nuisance caused by the dancing; but he held that neither the landlord nor his licensee were responsible for the inconvenience to the plaintiff caused by the visitors on the staircase.

JURISDICTION—"CAUSE OF ACTION ARISING WHOLLY OR IN PART WITHIN THE CITY OF LONDON"—ASSIGNMENT OF DEBT.

In *Read* v. *Brown*, 22 Q.B.D. 128, an appeal was brought from an order of Sir James Hannen directing a prohibition to issue to the Mayor's Court, under the following circumstances: The action was brought by the plaintiff as assignee to recover a debt in respect to the price of goods. The goods had been sold and delivered without the City of London, but the debt had been assigned to the plaintiff within the city. The question therefore was whether the assignment was a part of "the cause of action." Pollock, B., and Manisty, J., held that it was, and this decision was affirmed by the Court of Appeal. (Lord Esher, M.R., and Fry and Lopes, L.JJ.) The Master of the Rolls adopted the definition of the term "cause of action" laid down in *Cooke* v. *Gill*, L.R. 8 C.P. 107, viz.: "Every fact which it would be necessary for the plaintiff to prove if traversed, in order to support his right to the judgment of the Court. It does not comprise every piece of evidence which is necessary to prove each fact, but every fact which is necessary to be proved." The order for the prohibition was therefore reversed.

DEFAMATION—LIBEL—PRIVILEGE—INNUENDO—PUBLICATION IN TRADE NEWSPAPERS OF LIST OF JUDGMENTS.

*Williams* v. *Smith*, 22 Q.B.D. 134, is a case which shows the dangers that trade protection papers may run. The action was brought to recover damages for a libel, which consisted in the defendants having published, in a trade protection paper of which they were proprietors, in a list of judgments recovered in the County Court, a statement that a judgment was recovered against the plaintiff, "meaning thereby that there was at the date of the publication an unsatisfied judgment against the plaintiff for the amount mentioned." The facts being, that a judgment for the amount mentioned had been recovered against the plaintiff, but that, prior to the publication of the alleged libel, the plaintiff had satisfied it, but he had given no notice to the officer of the Court that the judgment had been satisfied, and the defendants were not aware that the judgment had been satisfied, but had taken the list of judgments from another trade paper, in which to the list of judgments the following note was appended: "These judgments are not necessarily for debts. In some cases they are for damages or properly disputed causes of action, but no distinction is made in the register. Judgments settled otherwise than through the Court may appear