

EX. **SHAW v. STANTON.** Jan. 20.
Landlord and tenant—Covenant for quiet enjoyment—Construction of the covenant where the demised premises lie below the premises occupied by the landlord.

By a covenant in a lease demising a bed of coal, the lessor covenanted that the lessee should possess, have, occupy, and enjoy the same during the term, without any let, suit, hindrance, molestation, or disturbance of him, his heirs, or assigns. During the term the lessor, in working a quarry of iron stone lying over the demised bed of coal, bored a hole into the bed of coal, removed part of the barrier between the quarry and the mine, and let in a quantity of water.

Held, that the lessee was entitled to recover damages in an action on the covenant not only in respect of boring the hole into the bed of the coal, but also in respect of the damage resulting from removing the barrier.

C. P. **WARD (appellant), REDDIFER (respondent).** Feb. 12.
County Court appeal—Practice—Signature of case by County Court Judge.

Where the parties agree upon the case to be stated for the opinion of the court above, the duty of the County Court judge is to sign the case simply; and the court will not look at any remarks appended by him.

Quære—whether the County Court judge may refuse to sign a case?

Q. B. **BLACKMORE (Administratrix, &c.) v. THE BRISTOL AND EXETER RAILWAY COMPANY.** Jan. 26, 30. Feb. 23.
Railway Company—Liability to stranger for injury from defective machine—Privy.

A railway company, where goods were sent by mileage rates, left the unloading of the goods to the consignee, and provided a crane for the unloading of heavy goods. A consignee to whom certain blocks of stone had been sent by mileage rate, having received notice from the company to remove the blocks from the station, came with two men for the purpose; and being unable with their help to move one of the blocks by the crane, he called a bystander not a servant of the company, to assist, who accordingly did so. The chain of the crane was defective to the knowledge of the company, and it broke while the block was being raised, in consequence of which the man so giving his assistance was killed.

Held, in an action by his administratrix, under Lord Campbell's Act, that the company was not liable for the injury.

The gratuitous lender of an article unfit for use to his knowledge is not liable to a person, whose user of it he has not foreseen, for an injury caused by the unfitness.

EX. **McMANUS v. THE LANCASHIRE AND YORKSHIRE RAILWAY COMPANY.** Jan. 26.
Railway companies—carriage of cattle—Special condition—Reasonableness—Injury by defective truck—Statute 17 & 18 Vic. c. 31.

A railway company, upon receiving horses to be forwarded by a goods train, required the sender to sign a ticket containing the following memorandum: "This ticket is issued subject to the owner's undertaking all risks of conveyance, loading, and unloading whatsoever, as the company will not be responsible for any injury or damage, howsoever caused, occurring to any live stock of any description travelling upon the Y. and L. Railway, or in their vehicles." The horses were put by the servants of the company into a truck, which was to external appearance, and so far as they knew sufficient, but which in point of fact was insufficient for the purpose, and during the journey the horses were by reason thereof injured.

Held, first, that the condition was reasonable; secondly, that the damage by reason of the insufficiency of the truck was a "risk of conveyance," and that the company was protected from liability by the notice.

CHANCERY.

V. C. S. **DAVIES v. NICHOLSON.** March 1, 2.
Liability of a specific legatee of leasehold—Assent of executor to the legacy of creditor's suit.

When an executor assents to a specific legacy of leaseholds and puts the legatee in possession, the assent must generally speaking be considered as amounting to a release by the executor of his right to call upon the specific legatee for contribution and indemnity. The plaintiff in a creditor's suit cannot claim to make the specific legatee liable for payment of his debt, there being no averment in the bill and no evidence to prove that the testator's general estate is insufficient to meet the demand.

M. R. **ELLIS v. COLEMAN.** Feb. 24, 25.
Specific performance—Contract by Directors—Misrepresentation.

Where directors of a Company engage that their Company will do certain acts (which are in fact *ultra vires*) there is no equitable relief against the directors personally, either by way of specific performance or on the misrepresentation. The remedy is in such cases by an action for damages.

V. C. K. **HOWARD v. KAY.** March 5.
Will—Contribution—Conversion—Public stocks—Long Annuities

Where a testator directs the sale and conversion of all his property, except such portion as consists of money in the public funds and directs the proceeds to be invested, that direction does not apply to long annuities.

L. C. & L. L. J. **IN RE THE HULL AND LONDON FIRE INSURANCE COMPANY.** Feb. 25.
Joint Stock Company—Winding up—Shareholder—Untrue representation—Agency on behalf of Company.

Three persons became shareholders in a Company on a representation, not fraudulently, but as to the event proved untrue made by the solicitor and another, who was a promoter of the Company, that two men of wealth would become shareholders.

Held, that having signed the deed without enquiry as to the truth of the representation, and continued to act as shareholders after they discovered its untruth, they were properly made contributories.

L. C. & L. L. J. **VANSITTART v. VANSITTART.** March 5.
Husband and wife—Articles of separation—Parent and Child—Public Policy.

In consideration of the abandonment by a married woman of proceedings against her husband for a divorce on the ground of adultery and cruelty an agreement for a separation was signed by husband and wife, a trustee being named in the agreement on behalf of the wife, but not made a party to it.

The agreement after providing for a certain separate income for the wife and for the protection of the husband, upon payment of such income, from the wife's debts contained certain provisions as to the children of whom two were to remain in the wife's custody, and two with the husband; liberty to both parents to visit the children at school; provision as to their protestant education; husband in case of death of either of the children with the wife to be at liberty to place another with her.

Demurrer allowed to a bill by the wife for specific performance of the above stated agreement on the ground that the provisions as to the custody and education of the children were such as could not be enforced against the wife and were also against public policy.

M. R. **BIRLEY v. BIRLEY.** March, 12, 17.
Power—appointment—Fraud on power.

An appointment to an object of a power in pursuance of a bargain that he shall hold in trust or partly in trust for persons not object of the power is void whether a benefit be or be not stipulated for by the appointer.