

railway company, for whom the tunnel was being constructed, with the knowledge and concurrence of the defendant's representative. The defendant's timekeeper, who was riding on the engine, invited the plaintiff, who was an engineer of the railway company, to ride on the engine to his destination in the works, which invitation he accepted. Through the negligence of the defendant's servants, an accident happened owing to the engine running into a truck, and the plaintiff was injured. The action was tried by Wills, J., and on answers of the jury to questions submitted to them judgment was entered for the plaintiff. The Court of Appeal (Collins, M.R., and Stirling, and Mathew, L.JJ.,) affirmed the judgment, holding that the defendant was bound by the invitation of his timekeeper and having invited the plaintiff to ride was bound to take such reasonable care, as a person is bound to take of another whom he offers to carry gratuitously, and was consequently responsible for the injuries caused through the negligence of his servants.

LANDLORD AND TENANT—LEASE—PROVISO FOR RE-ENTRY—AFFIRMATIVE AND NEGATIVE COVENANTS.

Harman v. Ainslie (1903) 2 K.B. 241, was an action by a landlord to recover possession of the demised premises for breach of a covenant not to use the premises for certain specified purposes. The lease contained a covenant to pay rent and taxes besides the covenant above referred to, and contained the proviso that "if the lessee shall commit any breach of the covenants hereinbefore contained on his part to be performed" the lessor might re-enter. Wright, J., held that as the lease contained both affirmative and negative covenants the proviso in the above form only applied to a breach of the affirmative covenants and therefore gave judgment for the defendant. The conclusion may be technically right, but we doubt very much whether it effectuates the real intention of the parties.