

(37 & 38 Vict., c. 57), s. 8, being held to apply to all judgments. That section, as we formerly pointed out, differs from R.S.O., c. 112, s. 20, which omits the word "judgment."

LANDLORD AND TENANT—COVENANT NOT TO ASSIGN OR SUBLET—BREACH OF COVENANT—MEASURE OF DAMAGES—DAMAGES.

In *Lepla v. Rogers*, (1893) 1 Q.B. 31, the principal question was as to the proper measure of damages for breach of a covenant to assign or sublet without license. The covenant in question provided that the lessee should not assign or sublet without the consent of the lessor, but such consent was not to be capriciously or unreasonably withheld to a responsible assignee or sub-tenant. The lessee, in breach of his covenant, let the premises to a person who intended, as he knew, to use them, and did in fact use them, as a turpentine distillery. While in the occupation of this tenant, the premises caught fire and were destroyed. The original lessor claimed the value of the buildings so destroyed, and Hawkins, J., held that that was the proper measure of damages, as the fire was the natural result of the breach of the covenant—the business of the sub-lessee being of an unusually hazardous and dangerous character.

DEFAMATION—LIBEL—PRIVILEGE—REPORT OF JUDICIAL PROCEEDINGS—EX-PARTE APPLICATION TO MAGISTRATE FOR SUMMONS.

*Kimber v. The Press Association*, (1893) 1 Q.B. 65, was an action brought by a solicitor for libel. The libel complained of consisted in the publication of the fact that an *ex-parte* application had been made to a magistrate for a summons against the plaintiff on a charge of perjury, and that the application had been granted. At the trial, Hawkins, J., ruled that the report, being a true and fair report of a judicial proceeding, was privileged, and he therefore withdrew the case from the jury and dismissed the action. The plaintiff appealed to the Court of Appeal (Lord Esher, M.R., and Lopes and Kay, L.JJ.), contending that the defendants were not entitled to be present at the hearing of an *ex-parte* application, and therefore were not justified in publishing what took place; and, further, that Hawkins, J., had erred in not leaving the question of the fairness of the report to the jury; but the Court of Appeal unanimously affirmed the judgment.