

The premises were suffered to go out of repair; the head lessor notified the plaintiff and the plaintiff notified the defendant, but the defendant neglected to execute the repairs, whereupon the plaintiff's lessor commenced proceedings of ejectment, the plaintiff in the present action defended that action, the repairs were made and he then applied for relief from the forfeiture, which was granted on the terms of his paying £64 14s. taxed costs and he became liable also for £25 costs between solicitor and client and £10 10s. for surveyor's fees, these items he now claimed to recover from the defendant. Lord Coleridge, J. who tried the action, however, determined that the plaintiff could not succeed, and that on the authority of *Ebbets v. Conquest* (1895) 2 Ch. 377 in the absence of a covenant of indemnity, the damages recoverable for breach of a covenant to repair do not include costs paid to a third party to which the covenantee had been put in consequence of the default, nor his costs of proceedings to be relieved from the consequence of his own default.

CRIMINAL LAW—BETTING-HOUSE—USER OF PREMISES—EVIDENCE
—RECEIPT OF MONEY—CONSIDERATION—BETTING ACT, 1853
(16-17 VICT. c. 119) ss. 1, 3—(9-10 EDW. VII. c. 10, s. 1
(D.)).

The King v. Mortimer (1911) 1 K.B. 70 was a prosecution for keeping a common betting-house. The defendant was convicted under the Betting Act, 1853 (see 9-10 EDW. VII. c. 10, s. 1 (D.)) of having used his premises for the purpose of receiving money thereat "as and for the consideration for certain assurances, undertakings, promises and agreements to pay thereafter" money on bets on horse races. The evidence shewed that the defendant was a bookmaker and at the time mentioned in the indictment postal orders for £5 were sent to the appellant at the premises in question and retained by him in pursuance of a letter previously received by defendant from the sender in which the latter stated he wished to open an account of £5, and that his commissions would not exceed that amount without a further remittance. To which the defendant replied sending a book of rules, etc., and subsequently sent the sender of the £5 an account of bets made and lost on his behalf. It was also shewn that a few days later the defendant's premises were searched by the police and betting slips and ledgers containing entries relating to bets were found there. The Court of Criminal Appeal (Lord Alverstone, C.J., and Pickford, and Coleridge, J.J.) held that the evidence was sufficient to warrant a conviction.