

FURNISHED APARTMENTS.

is not applicable to costly Angoras, and *cessante ratione cessat et ipsa lex*. Wood fall says a bird may be taken (p. 284). Unfortunately the poor creature seized upon cannot make the other tenants or lodgers pay their share towards the debt (*Hunter v. Hunt*, 1 C. B., 300).

Because this right to distrain is a grievous remedy, in some places only the goods of the debtor himself are allowed to be taken, and not those of an under-tenant (Parsons, vol. i., 518: *Archer v. Wetherell*, 4 Hill (N. Y.), 112.)

If any new furniture is to be placed in the rooms by the landlord, and the intending lodger desires it done, the agreement had better be put into writing; for then no rent is payable until the promise is fulfilled (*Medielen v. Wallace*, 7 A. & E., 54; *Vaughan v. Hancock*, 3 C. B., 766).

Fortunately, when one gets settled in his abode, he need not care if the water-pipes in his rooms leak through the floors and injuriously affect the property of the tenant below, provided the defect was not known to him and could not have been detected without examination, and there has been no negligence on the tenant's part, for he is not bound at his peril to keep the water in the pipe (*Ross v. Fedden*, 7 Q. B., 661). The occupant of an adjoining apartment may, and probably will, if he has any æsthetic sensibilities, object to a stovepipe going from your room to the chimney in his; but if there had been one there before his arrival in the house, the strong arm of the law will nullify his opposition, for then he took his room subject to the easement of the black cylindrical smoke conductor and its necessary hole in the chimney, and he cannot cause your kettle to cease from singing or your pot from bubbling because his sense of the sublime and beautiful is offended (*Culverwell v. Lockington*, 24 C. P. 611).

Sometimes in these latter days of shoddy and of shams the boiler attached to the kitchen stove will explode with terrific uproar, doing considerable damage to the nerves of the inhabitants, and slight injury to the coarser portions of the human frame divine. If such a thing happen in a furnished house, even though caused by the want of a safety valve, the tenant need not, at least if in New York State, rush off to attack his landlord, unless he can prove that the latter knew of the defect, or had reason to apprehend a catastrophe if the boiler was used (*Taffe v. Harteau*, 56 N. Y., 398). Although on one occasion the Courts in the Empire State held the owner of the house liable for injuries caused by an explosion of gas arising from the pipes not being properly secured (*Kimmell v. Burfield*, 2 Daly, N. Y., 155).

If it happen that on a rainy day a drip, drip, drip, a patter, patter, patter, is heard in the room, and ugly splashes of water are seen descending upon a most costly carpet or valued book, 'tis useless to cry out that the landlord must pay for the mischief done by his leaky roof; for, as Baron Martin lately observed, one who takes a floor in a house, must be held to take the premises as they are, and cannot complain that the house was not constructed differently. The storm may have blown off some shingles, and then, even were he bound to use reasonable care in keeping the roof secure, he could not be held responsible for what no reasonable care or negligence could have provided against. He could not certainly be considered guilty of negligence, if he had the roof periodically examined, and it was all secure when last looked at (*Carstairs v. Taylor*, L. R. 6 Ex., 223). But, by the way, in New York, a landlord, who himself occupied the top flat, and allowed liquids to leak through into the rooms of his tenants