

CURRENT ENGLISH CASES.

LANDLORD AND TENANT—COVENANT TO PAY CHARGE IMPOSED ON LESSOR IN RESPECT OF PREMISES—ORDER BY SANITARY AUTHORITY TO LESSOR TO ABATE NUISANCE—EXPENSES OF ABATING NUISANCE.

Smith v. Robinson, (1893) 2 Q.B. 53, is another case on the law relating to landlord and tenant. In this case the defendant had covenanted, as lessee, to pay all tax, sewerage rate, drainage rate, and all other rates, taxes, assessments, charges, or impositions whatsoever, parliamentary, parochial, or otherwise, taxed, charged, assessed, or imposed upon the demised premises. The defendant also covenanted to repair. The defendant failed to repair a drain; in consequence, it got out of order and caused a nuisance. The sanitary authority, acting under statutory powers, made an order on the lessor to repair the drain, and the lessor incurred expenses in complying with this order, and the action was brought to recover the amount. A Divisional Court (Mathew and Wright, JJ.) held that the plaintiff was entitled to succeed, as the expenses so incurred were a charge imposed on the lessor in respect of the demised premises within the meaning of the covenant.

CRIMINAL LAW—CRUELTY TO ANIMALS—WILD ANIMALS, CRUELTY TO—12 & 13 VICT., C. 92, SS. 2, 29; 17 & 18 VICT., C. 60, S. 3.—(CRIMINAL CODE, S. 512).

Aplin v. Porritt, (1893) 2 Q.B. 57, was a case in which the defendants were charged with cruelty to animals. It appeared from the evidence that the animals in question were wild rabbits kept for coursing, and that the defendants had been guilty of cruel treatment of them. The justices had dismissed the complaint on the ground that, the animals not being "domestic animals," the statute did not apply. Mathew and Wright, JJ., held that the magistrates were right, and that the Act only applied to domestic animals. The Canadian Criminal Code, s. 512, though not worded in the same way as the English Acts above referred to, appears also to be confined to cases of cruelty to domestic animals.

SALE OF GOODS—MEMORANDUM IN WRITING—STATUTE OF FRAUDS (29 CAR. 2, C. 3), S. 17.

In *Taylor v. Smith*, (1893) 2 Q.B. 65, the plaintiff sought to recover payment for goods sold and delivered, and the defence