



### *Alleged Breach of Covenant*

In the High Court yesterday before Mr Edward Pollock, Official Referee, the hearing was continued of an action brought by Mr W R Preston, Seend Park, Seend, Wiltshire, against Mrs Lisette Henrietta Ludlow-Bruges of Dandridge Bromham, Wiltshire, claiming £70 as damaged for alleged breach of covenant by the defendant for structural repairs to the mansion house, Seend Park.

Mr Acland KC, counsel for the defendant, in opening the defence raised the question as to what constituted structure. He submitted amongst other things, that the roof complained about was not part of the structure, and that therefore the defendant's tenant, Mr Preston, was liable to make it good. The structure, he went on, was merely that part which supported the covering.

The Official Referee: Do you contend that the covering is not part of the structure?

Mr Acland: The slates or tiles are not part of the structure.

The Official Referee: It is not a roof without something with it to keep out the weather.

Mr Acland: The structure of a roof is that which supports it, and in this case the obligation was that the defendant should maintain the supporting part of the roof, and leave it to the tenant to do what was necessary to keep the water out.

The Official Referee: Supposing the roof were to fall down in consequence of the landlady failing to maintain what was called the structural part?

Mr Acland: If it were done when the damage was consequent on her neglect, then she would have to make it good.

The hearing was again adjourned.

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