covenants contained in a certain deed; and upon entering into the contract the deed was not produced, though called for, but the plaintiff was informed by the defendant's agent that there was nothing in the deed to prevent the plaintiff carrying on a school on the property, whereas the deed contained a covenant, binding on the defendant and his assigns, not to carry on any business or occupation on the premises whereby "any disagreeable noise or nuisance shall be collected, occasioned, caused or made." On discovering the purport of this covenant, the plaintiff refused to complete, and the question was whether the covenant would prevent the carrying on of a school. Romer, J., was of opinion that the carrying on of a school on the premises would be a breach of the covenant, and that the representation of the agent as to the deed, though innocently made, was not a representation as to the legal effect of the deed, but a misrepresentation of a material fact affecting the title, and that the plaintiff was therefore entitled to the relief he claimed.

LOTTERY—PRIZE COMPETITION—PREDICTION OF EVENT.

Hall v. *Cox* (1899) 1 Q.B. 198. This was an action to recover £1,000 offered by the defendant as a prize in a guessing competition, the question proposed being the number of births and deaths in London during a specified future week. The competitors, who were not limited to one prediction, were required to fill in the predicted numbers on coupons which were published in the issue of the defendant's paper which contained the offer. The plaintiff complied with the conditions, and one of a number of coupons sent in by him contained the correct figures according to the subsequently published return of the Registrar-General. The facts being found in favour of the plaintiff, the defendant contended the competition was void as being a lottery, and Lawrance, J., who tried the action, gave judgment on this ground for the defendant. The Court of Appeal (Smith, Rigby and Collins, L.JJ.), however, thought that, as the competition did not depend entirely on chance, but involved the exercise of skill and judgment, it was therefore not a lottery, and judgment was accordingly given for the plaintiff.

PRINCIPAL AND AGENT — LIABILITY OF EMPLOYER OF CONTRACTOR FOR NEGLIGENCE OF CONTRACTOR'S SERVANT—NEGLIGENCE.

In *Holliday* v. *National Telephone Co.* (1899) 1 Q.B. 221, the plaintiff sued for damages for injuries sustained under the following