

which were *prima facie* substantial; and subsequently when the matter was before the umpire a like request was made; but the umpire refused so to do and made his award not in the form of a special case. This a Divisional Court (Avory and Salter, JJ.), held to be misconduct, and the award was set aside.

CONTRACT—JOINT PURCHASE OF PREMISES—REASONABLE CONDUCT OF JOINT OWNERS—ISOLATED QUARREL—CONDUCT OR THREAT RENDERING JOINT OCCUPATION UNSAFE, OR PRACTICALLY IMPOSSIBLE—BREACH OF CONTRACT—DECLARATORY JUDGMENT.

*Harrison v. Walker* (1919) 2 K.B. 453. This was a somewhat peculiar action. The plaintiff had jointly with the defendant purchased a bungalow as a joint residence, and entered into occupation, but, as the plaintiff claimed, the defendant by his threats violence and quarrelsome conduct made it impossible to the plaintiff to continue to reside with him and he was consequently obliged to quit. The plaintiff claimed damages for breach of an implied contract that the defendant would conduct himself reasonably, and for a declaration that he was entitled to an undivided one-half share in the bungalow. It appeared by the evidence that a dispute had arisen between the parties as to some business matters in which they were concerned which was accompanied by considerable asperity on the part of the defendant; but there was no evidence that the defendant had excluded, or in any other way interfered with the plaintiff's enjoyment of the bungalow. McCardie, J., who tried the action, was of the opinion that, in the circumstances, no case had been made out by the plaintiff and dismissed the action, and as no dispute as to the plaintiff's rights existed even the declaration asked could not be made.

CONTRACT—FUNERAL UNDERTAKER—ENTIRE CONTRACT—ESSENTIAL TERM NOT PERFORMED—RIGHT OF UNDERTAKER TO RECOVER ON QUANTUM MERUIT.

*Vigers v. Cook* (1919) 2 K.B. 475, is a case somewhat out of the ordinary. The action was brought by an undertaker to recover costs of a funeral. By the terms of the contract the coffin was to be taken into a church where part of the funeral service was to be read. The body of the deceased was in an advanced stage of decomposition. The plaintiff supplied a lead coffin in which he left a vent for the escape of gas, and the coffin with the body in it was taken to a mortuary. Owing to a complaint of the mortuary