

ENGLISH CASES.

EDITORIAL REVIEW OF CURRENT ENGLISH
DECISIONS.

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VENDOR AND PURCHASER—SPECIFIC PERFORMANCE PROPERTY USED AS A
DISORDERLY HOUSE.

In *Hope v. Walter* (1899) 1 Ch. 879, the facts were simple; the defendant agreed to purchase from the plaintiffs a tenement used as a house and shop, before completion it was discovered that a quarterly tenant of the plaintiffs', unknown to them, and in breach of a covenant in his lease, was using the premises as a disorderly house, whereupon the defendant refused to complete, and this action was brought to compel specific performance: Cozens-Hardy, J., gave judgment for the plaintiffs, holding that the improper user of the premises by the tenant afforded no ground for refusing relief to the vendors.

NEWSPAPER PUBLICATION "SPORTING PAPER."

McFarlane v. Hutton (1899) 1 Ch. 884, determines two questions, viz., what is meant by publication of a newspaper, and what is legally a "sporting paper." As to the first point Cozens-Hardy, J., determined that a newspaper is published whenever and wherever it is offered to the public by the proprietor; consequently, that it may be published in more than one place, thus where the proprietor has offices at different places, at each of which the newspaper is offered for sale or distribution, then the paper is published at each of such offices. The question as to what is within the definition of a "sporting" paper arose in this way: On the sale of *Bell's Life in London* the vendors agreed with the purchaser not to print or publish any sporting paper or periodical within ten miles of a certain London street. The defendants published within the defined radius, a paper containing no racing intelligence or betting odds, but merely recording such amateur sports as cricket, football, cycling, and running, and this was held not to be "a sporting paper" within the meaning of the agreement. From which one would infer that "a sporting paper" is one containing