

on the lands so purchased. Buckley, J., held that the real estate and moneys expended thereon were not "advances or moneys" within the meaning of the hotchpot clause, and with this conclusion the Court of Appeal (Williams, Stirling, and Cozens-Hardy, L.JJ.) agreed.

VENDOR AND PURCHASER—LEASEHOLD HOUSE—BREACH OF COVENANT TO REPAIR.

In re Highett and Bird, (1903) 1 Ch. 287. The Court of Appeal (Williams, Stirling, and Cozens-Hardy, L.JJ.) have affirmed the decision of Eady, J., (1902) 2 Ch. 214 (noted ante vol. 38, p. 670). This was a question between vendor and purchaser. The subject of sale was a leasehold house, the lessee being bound by a covenant to repair. The time fixed for completion was the 6th November. On the preceding 27th September the vendor had been served with notice by a municipal authority requiring him to pull down or render secure part of the buildings on the premises as being a dangerous structure. On 9th November the vendor was served with a police notice requiring him to do the repairs within fourteen days. The vendor then applied to the Court for a declaration that the purchaser was liable for the expense of complying with the order. Eady, J., held that he was not, and the Court of Appeal agree. As it appeared that the vendor had accepted a low price in consequence of the bad state of repair of the premises, Romer, L.J., intimates that it was not a case in which specific performance would be enforced against him.

COPYRIGHT—AUTHOR AND PUBLISHER—ARTICLES CONTRIBUTED TO ENCYCLOPÆDIA—COPYRIGHT IN ARTICLES—COPYRIGHT ACT 1842 (5 & 6 VICT. C. 45) S. 18.

In *Affalo v. Lawrence*, (1902) 1 Ch. 318, the Court of Appeal, (Williams, Romer, and Stirling, L.JJ.) have affirmed the judgment of Joyce, J., (1902) 1 Ch. 264 (noted ante vol. 38, p. 299). The plaintiffs were employed by the defendants to write articles for an encyclopædia to be published by the defendants. There was no express bargain as to the copyright of the articles, and the plaintiffs were registered as the proprietors of four specified articles. These articles having been republished by defendant in a publication called "The Young Sportsman" without the consent