

**CONTRACT—PERFORMANCE PREVENTED BY ACCIDENT—CHEQUE GIVEN IN PART  
PAYMENT—PAYMENT OF CHEQUE STOPPED—RIGHTS OF HOLDER OF CHEQUE  
AFTER PAYMENT STOPPED.**

*Elliott v. Crutchley* (1903) 2 K.B. 476, was one of the numerous actions arising out of contracts rendered abortive by His Majesty's critical illness at the time first fixed for his coronation. In this case the plaintiff was a caterer and contracted with the defendants to supply refreshments for a large party attending the naval review. Under the contract £300 was to be paid the Monday previous to the review day, but it was stipulated by the defendants that if the review were cancelled before any expense was incurred by the plaintiff there should be no liability on the defendants' part. A cheque for the £300 was sent to the plaintiff on the 23rd June. On the following day the review was cancelled in consequence of the king's illness. No expense had been incurred by the plaintiff except the purchase of some extra knives and forks. The defendants stopped payment of the cheque. The plaintiff claimed to recover the amount of it. Ridley, J., who tried the action, held that the stopping of payment of the cheque had the effect of remitting the parties to their rights under the contract as if the cheque had never been given, and as no expense had been incurred except an addition to the plaintiff's stock in trade, the defendants were not liable for anything.

**VENDOR AND PURCHASER—SALE OF LEASEHOLD SUBJECT TO ONEROUS COVE-  
NANTS—DUTY OF VENDOR TO DISCLOSE ONEROUS COVENANTS—CONSTRUC-  
TIVE NOTICE.**

*Molyneux v. Hawtrey* (1903) 2 K.B. 487, was an action brought by a vendor of leasehold premises for breach of contract on the part of the defendant, who refused to carry out the purchase. The premises were subject to certain unusual and onerous covenants which it was conceded it was the duty of the vendor to disclose to the purchaser, and the question at issue was whether or not he had done so. The facts relied on by the plaintiff were, that while the proposed contract was in course of negotiation a lease of adjoining premises, which was said to be in similar terms to that under which the premises in question were held, was produced by the vendor to the purchaser's solicitor for his inspection, but that owing to having other engagements the solicitor could not and did not examine it, and said there would be time for that when the parties had come to terms. No further steps were taken by the