

schemes and devices are from time to time resorted to by newspapers for the purpose of increasing their circulation, and such a scheme was in question in this case. The defendants were proprietors of a weekly newspaper and distributed to the public promiscuously a number of medals each bearing a different number and the words "keep this it may be worth £100. See the weekly Telegraph to-day." Numbers were arbitrarily selected for prizes by the defendants and the winning numbers were published weekly in the defendants' paper. The object of the scheme was to induce the public to buy or inspect the paper. But information as to the winners could be obtained without any payment, or sending in any coupon. The defendants were indicted for holding and carrying on a lottery within the Gaming Act, 1802, s. 2 (see Cr. Code s. 236), and the Divisional Court (Lord Alverstone, C.J., and Darling and Ridley, JJ.) held that it was, and that defendants should be convicted. Darling, J., however, says that he would not be prepared to hold that a gratuitous distribution of chances for prizes, without payment by anyone, would be a lottery, but in the present case he holds that the chances are paid for by the general body of purchasers of the paper, although individual prize winners possibly pay nothing.

NEWSPAPER OFFERING TO GIVE ADVICE—CONTRACT—CONSIDERATION—BREACH OF DUTY—DAMAGES—REMOTENESS—FRAUD OF PERSON RECOMMENDED.

*De la Bere v. Pearson* (1907) 1 K.B. 483 is another case which ought to prove of interest to newspaper men. In this case the defendant was also a newspaper proprietor, and in his paper announced that the city editor would answer inquiries from readers of the paper, desiring financial advice. The plaintiff wrote asking the city editor to recommend a "good stock broker." The city editor in good faith handed the letter to one Thompson who wrote to say that the letter had been handed to him by the editor and that he did most of his business and would be glad to act for the plaintiff. Thompson was not a member of the stock exchange, but what in this country would probably be called "a curbstone broker." He had done business for the city editor, and was known not to be a regular broker, but unknown to him, he was an undischarged bankrupt which by inquiry could have been easily ascertained. The plaintiff confidently sent to Mr. Thompson £1,400 for investment, and Mr.