Home Association." This home had accommodation for 128 men lodgers—that is to say, it contained 128 single-bedded cubicles or bedrooms and certain rooms used in common. Each cubicle was 6 feet 6 inches long, 4 feet 6 inches wide, and the partitions were 6 feet 6 inches high. Each lodger paid 6d. or 8d. a night, according to the position of the cubicle he occupied, and for that sum was entitled to the use of the common rooms and of the kitchen in an adjoining building. The practice, however, of lodgers cooking their own food was not encouraged by the trustees. Regard was had to the moral and spiritual welfare of the lodgers, and efforts made to find them situations and assist them in illness. A certain number of the lodgers were of a better class than the "dossers class," but the majority were of that class. Men only were admitted. Men drunk or disorderly, or suspected of being criminals or of being verminous, were not admitted; but with this saving, all comers, being men, were admitted on payment.

The home was carried on at a profit, which was appropriated to the charitable objects of the trust. A considerable portion of the sum for its erection and for the purchase of the site had been subscribed by friends of the institution as a gift.

The learned magistrate, whose decision was given before the decision in *Logsdon v. Booth*,* dismissed the information upon the ground that the house was not carried on for profit, but solely for assisting the poorer classes of the population, and that the facts could not be distinguished from those in *Booth v. Ferrett*.

A. R. Jelf, Q.C., and W. C. Ryde for the appellant.

F. F. Daldy for the respondent.

Cur. adv. vult.

February 2nd.

The COURT (CHANNELL and BUCKNILL, JJ.) held that the house in question came within the scope of the decision in *Logsdon v. Booth*, and was therefore a common lodging-house like the Salvation Army Shelter.

Appeal allowed.

CORRESPONDENCE.

DEFINITION OF "HOUSE."

TO THE EDITOR OF "PUBLIC HEALTH."

SIR,

The appended case of *Kimber v. Admans*, heard in the Court of Appeal, before the Master of the Rolls and two Lords Justices, on February 16th, and reported in the *Times* of 17th, is so important that I beg you will insert it in your current issue for the purpose of at once placing on record the rapidly varying legal decisions as to what constitutes a "house." This decision in the case of *Kimber v. Admans* appears to be diametrically opposite to that in the case of *Rogers v. Hosegood*, quoted in my paper on "Separate Dwellings," published in the February number of PUBLIC HEALTH (p. 312).

I am, Sir,

Yours, etc.,

JOHN F. J. SYKES.

February 20th, 1900.

* *Vide supra*.

"KIMBER T. ADMANS.

"This was an appeal from a decision of Mr. Justice Cozens-Hardy's. The plaintiff and the defendant were owners of adjoining plots of land forming part of a building estate. Each plot was subject to a covenant not to build more than one house upon it. The defendant proposed to build a block of flats upon each plot of land belonging to him. The plaintiff complained of this as a breach of the covenant, and moved for an injunction to restrain the defendant from erecting these buildings. Mr. Justice Cozens-Hardy refused the motion, being of opinion, upon the construction of this covenant, that each block of flats was one house only, and not a series of houses. The plaintiff appealed.

"*Mr. W. H. Cozens-Hardy* was for the plaintiff; and *Mr. Buckmaster* for the defendant.

"The COURT dismissed the appeal.

"The MASTER OF THE ROLLS thought that the learned Judge was clearly right. What was the meaning of the word 'house' in this covenant? In his Lordship's opinion it did not refer to the mode in which the building was to be subdivided and let, but to the aggregate of the rooms making up the building. No doubt a portion of a house might be a house for some purposes, as for purposes of rating or franchise, but when the word was applied to a covenant of this description it did not refer to the interior portions of the building, but to the whole thing. This covenant was directed not to the parts, but to the aggregate.

"LORD JUSTICE RIGBY agreed.

"LORD JUSTICE VAUGHAN WILLIAMS also agreed. In construing this restrictive covenant he thought that the question to be asked was, What was the object of it? and if he could see no object in the covenant if it was simply limited to the brick-and-mortar erection, he would be disposed to put upon the word 'house' a meaning which would cover the user of the house as distinguished from the physical erection. But he did not think that anyone familiar with building estates in London would have any difficulty in ascertaining the object of this covenant, if the word 'house' were construed as meaning the physical erection."

ELECTION OF PRESIDENT OF THE INCORPORATED SOCIETY OF MEDICAL OFFICERS OF HEALTH.

TO THE EDITOR OF "PUBLIC HEALTH."

SIR,

The month for the nomination of President having again come round, I venture to suggest that it is time that the present haphazard style of nomination should be in some manner regulated.

To speak of the turn of this Branch or that Branch of the Society is manifestly absurd, for the right of nomination is without doubt vested in the body of Fellows, any two of whom can nominate.

It is the desire of every well-wisher of the Society to secure that the most worthy Fellows should in their turn occupy the position of President, and it seems to me that it would be a distinct gain if some bye-law not inconsistent with the Articles of Association could be devised by means of which, irrespective of Branch, clique, or party, a truly representative nomination could always be assured.