

without the latter's consent. The principal question discussed in the case is whether or not the contract was reasonable, and whether the want of limitation as to time, rendered it void, and whether the limitation as to space was unreasonable. The Court of Appeal (Lindley, M.R. and Rigby and Romer, L.JJ.) agreed with Stirling, J. that the contract was not open to objection on either of these grounds, and that the plaintiff was entitled to a perpetual injunction against its breach. Evidence was tendered of persons in the same trade as the plaintiff as to the reasonableness of the terms of the contract, but the Court of Appeal held that the question of the reasonableness and unreasonableness of such contracts is one of law depending on the true construction of the contract, and that such evidence was therefore inadmissible.

PAYMENT OF PRIOR CHARGES ON SETTLED ESTATE BY SETTLOR—RECONVEYANCE OF MORTGAGED PROPERTY—INTENTION TO KEEP CHARGE ALIVE.

In *Gifford v. Fitzhardinge* (1899) 2 Ch. 32, the facts of the case were, that the plaintiff being entitled to a reversionary interest in a mortgaged estate, and subsequently executed a marriage settlement whereby the property was conveyed to the trustees of the insolvent subject to the mortgage. The settlor afterwards paid off the mortgage, intending to keep the charge alive for his own benefit, but by mistake took a conveyance of the land absolutely discharged from all principal and interest secured by the mortgage. The present action was therefore brought by the settlor for the purpose of obtaining a declaration that, notwithstanding such conveyance, the amount paid to redeem the mortgage debt was still a subsisting charge in favour of the settlor in priority to the settlement. North, J. held that the plaintiff was entitled to the declaration asked.

TRADE UNION—"WATCHING OR BESETTING"—INJUNCTION—CONSPIRACY AND PROTECTION OF PROPERTY ACT, 1875 (38 & 39 VICT. C. 86) S. 7.—(CR. CODE S. 523 (f)).

In *Charnock v. Court* (1899) 2 Ch. 35, the plaintiff applied for an interlocutory injunction against the defendants who were members of a trade union, to restrain them from watching and besetting a landing stage where workmen coming from Ireland to work for the plaintiffs landed, in order to induce them to go elsewhere to work. Stirling, J., held that the plaintiffs were entitled to the injunction, and that the action of the defendants was a breach