

notice of dismissal, signed by themselves. No meeting of the three vicars had been summoned to consider the question of the plaintiff's dismissal, and he had not been heard in his defence, nor was there any evidence that the third vicar had been consulted in the matter. The plaintiff now applied for an interim injunction to restrain the two vicars who had signed the notice from removing or purporting to remove him from his office until the holding of a meeting of the vicars, and until the plaintiff should have had an opportunity of being heard at such meeting in reply to the charges made against him. North, J., after a careful review of the cases, decided that the plaintiff was entitled to the injunction, and that for defendants to dismiss the plaintiff without giving him an opportunity to be heard in his defence was contrary to the first principles of justice, and that it was also incompetent for the defendants to act without the third vicar having an opportunity of being present upon the discussion of the question of the dismissal of the plaintiff.

SOLICITOR AND CLIENT—ORDER FOR TAXATION—ORDER OBTAINED ON SUPPRESSION OF FACTS.

*In re Webster* (1891), 2 Ch. 102, a client having sued his solicitor for money received to his use, and the solicitor having delivered a bill of costs and filed a defence claiming a set-off in respect of such costs, the client took out an order of course to tax the costs; and this order having become inoperative by neglect of the client to proceed upon it, the client then applied for and obtained another order of course for taxation of the bill, suppressing the fact of the existence of the action and of the issue of the former order. On a motion to discharge this order for irregularity, North, J., held that there had been a suppression of material facts, and that a special application ought to have been made for the order; he, however, suffered the order to stand so far as it directed taxation, but struck out the clause directing payment of what might be found due, and reserved the question of payment and the costs of the action to be disposed of by the judge at the trial of the action.

VENDOR AND PURCHASER—CONDITION LIMITING TITLE TO LESS THAN 40 YEARS—OBJECTION TO ANTERIOR TITLE DISCOVERED BY PURCHASER—DELAY IN GIVING NOTICE TO VENDOR—RESTRICTIVE COVENANT.

*In re Cox & Neve* (1891), 2 Ch. 109, was an application under the Vendors and Purchasers' Act. The conditions of sale provided that the title should commence with a mortgage dated 29th July, 1852, and that the purchaser should within fourteen days after the delivery of the abstract deliver all his objections to the title, and that subject thereto the title should be deemed to be accepted. The abstract was delivered on 24th June, 1890. On the 8th July the purchaser delivered his objections. He was not satisfied with the vendors' replies, and on 23rd July he delivered further requisitions. On 9th August he commenced proceedings under the Vendors and Purchasers' Act, asking for a declaration that his objections had not been sufficiently answered. On the 16th October he filed an affidavit in support of the application, setting up for the first time the existence of a covenant in a deed of 3rd March, 1847, restricting the right of building on part of the property. This objection the Court held that the purchaser must