23, p. 67. This was an action to restrain by injunction the breach of a restrictive covenant entered into by the plaintiff's lessor with his grantor, and on the faith of the existence of which the plaintiff had purchased his own lease and entered into a similar covenant. The property of the plaintiff was a private house, being one of six others which had been separately conveyed to the lessor subject to a restrictive covenant on his part against using them otherwise than as private residences. The plaintiff in negotiating for the purchase of a lease of one of them was informed of the existence of this covenant by the lessor, and also that the other houses had been leased to other tenants who had given similar covenants to the lessor, and the plaintiff was himself required to enter into a covenant to the like effect with the lessor, but there were no mutual covenants by the lessor or lessees of the other houses with the plaintiff. Some subsequent lessees, with the concurrence of the lessor, proposed to convert five of the houses into a hotel, and it was to restrain this being done that the action was brought. The Court of Appeal decreed the plaintiff entitled to relief, on the ground that the negotiations for the purchase of the plaintiff's house amounted to a collateral contractual obligation on the part of the lessor that the tenants of the other houses should be bound to use their houses as private dwellings only. The House of Lords, however, while affirming the decision, did so on the ground that the intention of the parties was that the plaintiff and the other lessees were to be protected by, and have the benefit of, the covenant entered into by their lessor with his grantors, and to be bound by a similar obligation to be entered into by each on his own behalf, and that it made no difference that each house had been conveyed to the lessor by a separate conveyance, and was subject to a separate restrictive covenant.

PRACTICE—COSTS—TRIAL WITH JURY—JURISDICTION OF JUDGE TO DEPRIVE PLAINTIFF OF COSTS—"GOOD CAUSE"—ORD. 65 R. 1—(ONT. RULE 1170.)

The vexed question as to the principle on which the judge at a trial may under Ord. 65 r 1 (Ont. Rule 1170.) deprive a successful plaintiff of costs, has at length reached the House of Lords in *Huxley* v. *The West London Extension Railway*, 14 App. Cas. 26. It may be remembered that the reversal by the Court of Appeal of a decision of Lord Coleridge, C.J., depriving a plaintiff of costs under that Rule in the case of *Jones* v. *Curling*, 13 Q.B.D. 262, roused the judicial ire of that learned judge, and we find that in the present case he at first refused to exercise his discretion as to costs, on the ground that the Court of Appeal in *Jones* v. *Curling* had made the principles on which such jurisdiction was to be exercised wholly unintelligible to him, and it was not until the case had been remitted to him by the Court of Appeal that he could be persuaded to exercise his jurisdiction. This he then did, and deprived the plaintiff of costs on the ground that he had claimed £300 and only recovered £50, and had preferred an extravagant and extortionate claim, and had supported it by fraudulent statements and dishonest acts, and had endeavoured to substantiate it before a jury by evidence which they properly disbelieved. An appeal from this decision was dismissed by the Court of Appeal. The plaintiff's appeal to the House of Lords