

CHARGE ON LAND—LOCKE KING'S ACT (17 & 18 VICT. C. 113)—(R.S.O. c. 128, s. 37)—**MORTGAGE BY DECEASED PARTNER TO SECURE PARTNERSHIP DEBT—DEVISE OF REAL ESTATE.**

In re Ritson, Ritson v. Ritson (1898) 1 Ch. 667, the question was whether the devisee of land of a deceased partner, mortgaged by him for payment of a partnership debt, was subject to the provisions of Locke King's Act (17 & 18 Vict., c. 113) from which R.S.O. c. 128, s. 37, is derived, the assets of the partnership being sufficient for the payment of all the debts of the partnership. Romer, J., held that he was not, and that he was entitled to have the land devised, exonerated from payment of the mortgage debt out of the partnership assets, notwithstanding the statute.

MASTER AND SERVANT—AGREEMENT TO DEVOTE WHOLE TIME—NEGATIVE STIPULATION—BREACH OF CONTRACT—SPECIFIC PERFORMANCE.

Ehrman v. Bartholomew (1898) 1 Ch. 671, shows that there is a limit to the right to enforce specifically a negative stipulation in a contract for service. In this case the defendant had agreed to serve the plaintiffs as a traveller for the term of ten years from 10th Aug., 1897, and to devote his whole time to the business of the plaintiffs, and not directly or indirectly engage in the service of any other person during that time. The defendant having left the plaintiff's employment, and entered the service of another firm carrying on the same kind of business as the plaintiffs, an action was brought for an injunction to restrain him from acting as traveller for any other firm. Romer, J., held that the stipulation sought to be enforced was an unreasonable restraint of trade, and could not be specifically enforced. The learned judge distinguishes the case from *Lumley v. Wagner*, 5 DeG. & S. 485; 1 D.M. & G. 604, on the ground that in that case the negative stipulation only applied to a certain special service, viz., singing in public, whereas in this case, the stipulation extended to every kind of business.