

with the will annexed, and as the settlement appeared to include all the deceased's property he claimed that the grant should be general. Jeune, P.P.D., however directed that, in the absence of the consent of the husband of the deceased, the grant should be limited to the property the deceased had power to dispose of, and did dispose of, by the instrument executing the power of appointment.

MARRIED WOMAN—WILL OF MARRIED WOMAN—PROBATE—GRANT OF GENERAL PROBATE TO HUSBAND—IMPLIED ASSENT TO WILL.

In re Atkinson, Waller v. Atkinson (1899) 2 Ch. 1, deserves attention, although turning on certain Probate Rules which do not appear to have been introduced into Ontario. These rules provide that probate of the will of a married woman shall take the form of ordinary grants without any exception or limitation. And it was held by Stirling, J., that where a husband takes probate of the will of his deceased wife in a general form as thus provided, he is not to be deemed to have assented to the will as a valid disposition of property she had no right to dispose of, and this decision was affirmed by the Court of Appeal (Lindley, M.R. and Rigby and Collins, L.JJ.) Since 1 January, 1874, it would be difficult to say that there is any limitation on the powers of married women to make wills of their property in Ontario, see R.S.O. c. 128, s. 9, s.-s. 5, and s. 10, but as to wills made before that date it would seem necessary from this case, that the grant of probate thereof to a husband should be limited to property properly disposable by the testatrix, or the husband may be deemed to have assented to other dispositions contained therein, which were beyond the power of the testatrix to make without his assent.

MASTER AND SERVANT—CONTRACT IN RESTRAINT OF TRADE—REASONABLENESS—INJUNCTION—EVIDENCE.

Haynes v. Doman, (1899) 2 Ch. 13, was an action to restrain the breach of a contract made between master and servant whereby the servant bound himself that he would not, during his service or after the determination thereof, divulge to any person the secrets of his master, or the mode of his conducting his business or any part thereof, or any information in regard to the same, or, after the determination of his service, work for or serve any other person or firm carrying on the same kind of business or any part thereof, within a radius of twenty-five miles from his master's works,