PRACTICE—MOTION FOR JUDGMENT IN DEFAULT OF DEFENCE—DISCRETION AS TO COSTS—COSTS—APPEAL—ORDERS XXVII., R. 11; LXV., R. 1 (ONT. RULES 727, 1170).

In *Young* v. *Thomas* (1892), 2 Ch. 134, the action had been heard on motion for judgment in default of defence before Kekewich, J., who considered the litigation oppressive, and, though granting the plaintiff relief, refused to give him any costs, but gave him leave to appeal on the question of costs. The Court of Appeal (Lindley, Bowen, and Kay, L.JJ.) dismissed the appeal, holding that on a motion for judgment in default of defence the judge has, under Ord. lxv., r. 1 (Ont. Rule 1170), discretion to refuse costs; and unless he errs in principle, or from misapprehension of facts, the Court of Appeal will not interfere with his discretion.

VENDOR AND PURCHASER—DOUBTFUL TITLE.

In re New Land Development Association (1892), 2 Ch. 138, was an application, under the Vendors and Purchasers' Act, in which Chitty, J., acted on the well-settled principle that the court will not force a doubtful title on a purchaser. In this case, as the doubt in the title arose under the Bankruptcy Act, it is needless to refer to the case at greater length here, except to say that the decision of Chitty, J., was affirmed by the Court of Appeal (Lindley, Bowen, and Kay, L.JJ.).

RESTRAINT OF TRADE—COVENANT NOT TO CARRY ON BUSINESS WITHOUT CONSENT OF EMPLOYER—CONSENT NOT TO BE WITHHELD TO ENGAGING IN ANY OTHER THAN A RIVAL BUSINESS.

In *Perls* v. *Saalfield* (1892), 2 Ch. 149, the plaintiff brought an action to restrain the defendant from carrying on business in violation of his covenant. The covenant was made with the plaintiff as defendant's employer, and provided that the defendant would not accept another situation or establish himself in any business within fifteen miles of London, without the written consent of the plaintiff, for a period of three years after leaving the plaintiff's service, but such consent was not to be withheld if it could be proved to the plaintiff's satisfaction that the situation sought or the business to be carried on was not for the same class of goods as those sold by the plaintiff. On a motion for an injunction it was held by Kekewich, J., that the clause providing that the plaintiff's consent should not be withheld unless the business to be carried on was of the same class as the plaintiff's indicated that the restrictive clause was intended to apply to all kinds of business whatsoever, and was therefore wider than was necessary for the plaintiff's protection, and consequently void as an unreasonable restraint of trade. This decision was affirmed by the Court of Appeal (Lindley, Bowen, and Kay, L.JJ.).

COMPANY—WINDING UP—CONTRIBUTORY—DIRECTORS' QUALIFICATION SHARES—IMPLIED CONTRACT TO TAKE SHARES.

In re Anglo-Austrian Printing Union (1892), 2 Ch. 158, is a decision on a point of company law. By the articles of association of a company it was provided that the qualification of a director should be the holding of £1000 of shares; that a first director might act before acquiring his qualification, but should in any case acquire it within one month of his appointment, and unless he should