

INJUNCTION—BREACH OF CONTRACT—THEATRICAL ENGAGEMENT—STIPULATION AGAINST ACTING ELSEWHERE.

In *Grimston v. Cunningham*, (1894) 1 Q.B. 125, the plaintiff, a theatrical manager, sought to restrain the defendant from acting elsewhere than in the plaintiff's company, in violation of a contract to that effect. The defendant alleged that the plaintiff, subsequent to the making of the contract, had verbally promised that the defendant should be given certain parts, and had not kept his promise; but the court (Wills and Wright, JJ.) held that in the absence of any circumstances showing want of good faith on the plaintiff's part the alleged verbal promise could not be considered in construing the contract, and that the allotting of parts to the defendant was no part of the consideration; and that as the plaintiff had not failed to carry out his part of the contract, he was entitled to an injunction restraining the defendant from violating his agreement not to act elsewhere.

COVENANTS FOR TITLE—DEFECT IN TITLE APPEARING ON FACE OF CONVEYANCE.

Page v. Midland Ry. Co., (1894) 1 Ch. 11, is an important decision, which will possibly set at rest some doubts expressed by conveyancers as to whether a covenant for title can be enforced against the covenantor in respect of a defect in the title disclosed on the face of the deed in which the covenant is contained. According to the decision of Malins, V.C., in 1868, in *Hunt v. White*, 16 W.R. 478, a covenant for title does not, unless so expressed, extend to such defects. It seems, however, that this case has not got into the text-books, although doubts are expressed in Dart. V. & P., 6th ed., vol. ii., p. 857, also in a note of Butler in Co. Litt., 384 a, and also in Bythewood's Conveyancing, 3rd ed., vol. ix., p. 381, as to whether such covenants extend to defects of which the covenantee has notice. The Court of Appeal (Lindley, Smith, and Davey, L.JJ.), however, have conceived themselves not to be bound by this view of the question, and have felt themselves free to decide it "on sound principles of construction," and, doing so, have come to the conclusion that *Hunt v. White* was wrongly decided, and that the doubts of conveyancers are not well founded, and that a covenant for title extends to defects of title disclosed on the face of the deed in which the covenant is contained, unless otherwise expressly restricted. In this case the covenantor claimed title under a