any property in the overhanging branches, but simply on the ground that they were technically a nuisance, and as such he had a right to remove them.

COVENANT NOT TO CARRY ON SIMILAR BUSINESS—INJUNCTION.

Drew v. *Guy*, (1894) 3 Ch. 25, is not very well reported, inasmuch as it does not appear whether the decision is given on a motion for an interim injunction, or on the trial of the action. The action was brought to enforce by injunction a covenant not to carry on a business similar to that carried on by another lessee of the plaintiff's named Rowen. The covenant was contained in a lease made by the plaintiff to the Aerated Bread Co., of whom the defendant was the assignee. Rowen, another lessee of the plaintiff, was a hotel-keeper, and carried on a restaurant on licensed premises connected with his hotel, and the covenant of the company was to the effect that they would not carry on the business of a restaurant similar to Rowen's. Prior to the assignment the company had carried on a restaurant on the demised premises at which they sold tea, coffee, pastry, and cold meat, but not any hot meat except beef pies, which was not objected to. After their assignment to the defendant he continued to carry on a similar business, but, in addition, sold hot meats and other things not sold by the company. The defendant, however, had not a license, and his business was on a smaller scale, and his premises of an inferior class to those of Rowen, and his prices were much lower. Kekewich, J., held that the businesses were not similar, as alcoholic drinks were not sold by the defendant; but the Court of Appeal (Lindley and Lopes, L.JJ.) thought that the addition of hot meats to the defendant's bill of fare was a violation of the covenant, and that the test of similarity was not whether they sold alcoholic drinks, or were similar in appearance, but whether the defendant's restaurant was so like Rowen's as seriously to compete with it.

CONTINGENT INTEREST—GIFT TO A CLASS—INCOME OF FUND AFTER FIRST SHARE VESTED.

In re Holford, Holford v. *Holford*, (1894) 3 Ch. 30; 7 R. July 64, the Court of Appeal (Lindley, Lopes, and Kay, L.JJ.) have determined a point touching which Chitty and North, JJ., have given conflicting decisions. The question was, shortly, this: Where a fund is given to a class contingent on the members of the class attaining a given age, to whom does the income of the