

of her intention to leave at the expiration of the first month's service. She accordingly left, and the defendant refused to pay her wages on the ground that she had left without giving a month's notice. She brought an action in the County Court to recover the month's wages, alleging a custom that in the absence of agreement to the contrary either party was at liberty to terminate the service at the end of the first month on giving a fortnight's notice. The plaintiff called no evidence to prove the custom, but the judge said he had taken judicial notice of the custom in other cases and would do so in this case, and gave judgment for the plaintiff. A Divisional Court (Bray, and Coleridge, JJ.) held that the judge was entitled to take judicial notice of the custom, and that, apart from the custom, and even if the plaintiff wrongfully quitted service without proper notice, she was, nevertheless, entitled to recover the month's wages, which had accrued due to her.

PUBLIC OFFICE—OBLIGATION OF APPOINTEE TO PUBLIC OFFICE TO SERVE—COMMITTEE OF MUNICIPAL COUNCIL—POWER OF MEMBER OF COMMITTEE TO RESIGN.

*The King v. Sunderland* (1911) 2 K.B. 458 was an application for a mandamus to a municipal corporation to compel it to elect a person as a member of a committee appointed by the council, in place of a member who had been appointed and resigned. The contention of the municipality was, that the membership of the committee (the appointment of which was authorized by statute), was a public office, and that the person appointed to it was bound to serve, and that his resignation against the will of the council was therefore null and void; but the Divisional Court (Lord Alverstone, C.J., and Bray, J.), held that the membership of such a committee is not an independent public office, which according to the rule of the common law cannot be resigned against the will of the council; the application therefore to compel the filling of the vacancy caused by the resignation was therefore granted.

RESTRICTIVE COVENANT—PURCHASER FOR VALUE WITHOUT NOTICE OF RESTRICTIVE COVENANT—SUBSEQUENT PURCHASER WITH NOTICE.

In *Wilkes v. Spooner* (1911) 2 K.B. 473, the Court of Appeal (Williams, Moulton, and Farwell, L.JJ.), overruling *Scrutton, J.*, held that where a person purchases land for value