

aged about forty-five, of middle stature, dark complexion, handsome person, bald, round faced, and straight nosed; Snachomneus, aged about twenty, of middle size, sallow complexion, round faced, and straight nosed; Semmuthis Persinei, aged about twenty-two, middle size, sallow complexion, round faced, flat nosed, and of a quiet demeanor; and Nechutes the less, the son of Assos, aged about forty, of middle size, sallow complexion, cheerful countenance, long face, and straight nose, with a scar upon the middle of his forehead."

## COMMENTS ON CURRENT ENGLISH DECISIONS.

[Notes on December numbers of Law Reports—*Continued.*]

### WILL—FORFEITURE CLAUSE—INTERFERING WITH MANAGEMENT—FRIVOLOUS ACTION AGAINST TRUSTEES.

*Adams v. Adams*, 45 Chy.D., 426, is an illustration of the old fable of "the dog and the shadow." The plaintiff was an annuitant under the will of his father, which contained a proviso that if he should in any way intermeddle with or interfere in, or attempt to intermeddle with or interfere in, the management of the testator's estate, real or personal, the annuity should cease. The plaintiff brought the present action alleging that the trustees had not paid him the annuity under the will; that they had neglected the estate, and wantonly destroyed cottages and trees, and committed other waste upon the testator's estate, so that the rents had become insufficient to pay his annuity (all of which allegations Fry, L.J., before whom the action was tried, held were unfounded), and he claimed an injunction and receiver. The defendants, by counter-claim, set up that by bringing the action the plaintiff had incurred a forfeiture of his annuity, and the court so held, and made a declaration accordingly, while dismissing the plaintiff's action. On this point Fry, L.J., said: "If the action had been really in defence of his annuity, I should have been prepared to hold that there was no attempt to meddle or interfere within the meaning of the proviso. But I am also prepared to hold that where, as in this case, there is no probable cause of action, where all the points set up by the plaintiff are trivial and the property is really in good condition, then there is an attempt to intermeddle and interfere with the management of the estate contemplated by the proviso."

### INFANT—APPRENTICESHIP DEED—VALIDITY—UNREASONABLE PROVISIONS.

*De Francesco v. Barnum*, 45 Chy.D., 430, has already been referred to (see *ante* vol. 26, p. 145) when the case was before the court on a motion for an interim injunction. It may be remembered the action was brought to restrain the violation of the terms of an apprenticeship deed by the apprentices, who were infants, and to restrain third persons from enticing them away from the plaintiff's employment. The case, as against the infants, was practically disposed of by Chitty, J., on the motion for the injunction, he having decided that no action would lie at law or in equity against an infant on an apprenticeship indenture, and this point was not again seriously argued. But there is one observation which Fry, L.J., who tried the case, made on this point which seems worth re-