

by injunction, and he therefore refused the motion as to all the defendants. At p. 172, he says, as regards the case against the infants, "the right to an injunction depends upon the legal right to sue, and if there be no legal right to sue, there can be no right to an injunction. Injunction in cases of this kind to restrain a breach of a negative clause in a contract for service is granted because, first, it is a negative clause; and secondly, because damages are not an adequate remedy, and it is considered right in cases of that kind to interfere directly by preventing a breach, which the person has bound himself not to make. Therefore, as there is no right to sue for damages, there is no right to an injunction." Furthermore, on the balance of convenience he thought it would be improper by an interim injunction to restrain the infants; because by doing so he might be depriving them of their means of support, and for the like reason he declined to restrain the defendant, Barnum, from employing them, and as he refused to restrain the infants or Barnum, he thought it would be idle to grant an injunction against the mother.

SEQUESTRATION—CONTEMPT—NON-PAYMENT OF MONEY BY TRUSTEE PURSUANT TO ORDER—DEATH OF CONTEMNOR—REVIVOR.

In *Pratt v. Inman*, 43 Chy.D., 175, Chitty, J., following *Hyde v. Greenhill*, 1 Dick, 106, held that where a sequestration had been granted against a trustee, for non-payment of money into Court pursuant to order, and the sequestrators were subsequently authorized to sell certain sequestrated chattels, but before sale the contemnor died, that the sequestration was not determined by the death, but that the proceedings under the sequestration might be continued against the personal representatives of the deceased. In this case the trustee had died insolvent, and a creditor had brought an administration action in which a receiver had been appointed, and the receiver and administrator now applied to restrain the sale under the sequestration proceedings, but Chitty, J., refused the motion, and, by consent of the parties, the application was treated as the hearing of the action, and the action was dismissed with costs.

PARTIES—TRUSTEE REPRESENTING CESTUI QUE TRUST—FORECLOSURE ACTION—RULE ORD. XVI., R. 8. (ONT. RULE, 309).

In *Francis v. Harrison*, 43 Chy.D., 183, North, J., determined that in a foreclosure action, brought by a prior mortgagee against a subsequent mortgagee, when the latter is a trustee, and is bankrupt, he does not sufficiently represent his *cestui que trust*, and he declined to give judgment of foreclosure in the absence of the latter. The learned judge even doubted whether the trustee would sufficiently represent the *cestui que trust*, even though he were solvent.

COMPROMISE OF ACTION—APPLICATION TO SET ASIDE—JURISDICTION.

In *Emeris v. Woodward*, 43 Chy.D., 185, the plaintiff attempted, upon motion, to obtain specific performance of an agreement of compromise, which had been come to in the course of the action, or to have the compromise set aside and be allowed to proceed with the action. This, North, J., was of opinion could not