

ployee and the public, that it was unreasonable, as the public would be unreasonably deprived of a great deal of skill and experience acquired by the defendant in the course of his employment, which was not of a confidential character, acquired on behalf, or for the benefit, of the plaintiffs; and with this opinion the majority of the Court of Appeal (Lord Cozens-Hardy, M.R., and Joyce, J., concurred, Phillimore, L.J., dissenting. The Master of the Rolls also considered that the fact that the defendant had been required to enter into the agreement immediately after attaining twenty-one was unreasonable, a view with which Joyce, J., also appears to concur.

ADMINISTRATION—LEGACY DUTY—IMPROPER PAYMENT OF LEGACY DUTY OUT OF CAPITAL—REFUNDING IMPROPER PAYMENT BY TENANT FOR LIFE.

*In re Ainsworth, Finch v. Smith* (1915) 2 Ch. 96. This was an application by executors for authority to retain out of growing payments due to a life tenant of a legacy, the amount of legacy duty which the executors had improperly paid out of the capital. One of the applicants was a solicitor and also beneficially entitled as a residuary legatee, and as such interested in the money being refunded, and it was claimed that, as the persons beneficially interested had made the mistake, the money ought not to be ordered to be refunded. Joyce, J., however, determined that the error ought to be rectified, and the over-payment, upon all proper adjustments being made, should be retained out of future payments of the income of the tenant for life.

CONVERSION—TRUST FOR SALE ON REQUEST IN WRITING OF SETTLORS—DEATH OF ONE OF SETTLORS BEFORE REQUEST FOR SALE—FREEHOLD WHETHER CONVERTED INTO MONEY.

*In re Goswell* (1915) 2 Ch. 106. This was a summary application to determine the question whether, under a trust for sale on the request in writing of the settlors of the trust property, there is an equitable conversion of the trust property into money, where one of the settlors dies before any request in writing to sell has been made. Younger, J., decided the question in the negative.

WILL—POWER OF APPOINTMENT—SPECIAL POWER—DELEGATION OF POWER—EXERCISE OF POWER.

*In re Joicey, Joicey v. Elliot* (1915) 2 Ch. 115. The facts in this case were that a testator gave a sum of money to trustees