

were not the agents of the company but of the secretary of the company. The Court of Appeal (Lopes and Rigby, L.JJ.), held that the writ was properly indorsed, that the order for mesne profits was correct, and that the notice was good.

\* \* \*  
OGILVIE v. LITTLEBOY.

[103 L. T., 105.

*Mistake—Gift.*

Action by the donor to set aside two voluntary deeds of gift founding two charities.

*Held* that, where there is no fraud, no undue influence, no fiduciary relation between donor and donee, and no mistake induced by those who derive any benefit from it, a gift (whether made by mere delivery or by deed) is binding on the donor, and such donor can only get back property which he has given away by showing that he was under some mistake of so serious a character as to render it unjust on the part of the donee to retain the property. Action dismissed. (Court of Appeal affirming, Byrne, J.)

\* \* \*  
LEOPARD v. LITOWN.

[41 S. J., 545.

*An agreement not to bid against each other at a sale is valid.*

A advertised a sale by auction. B and C agreed that C should buy some cases of sweet nitre to be afterwards disposed of to their mutual profit. C bought the cases for £5, and afterwards agreed to sell them to B for £6. B resold to D for £13 10s.; but meantime C had sold and delivered the cases to E. B sued C for £7 10s. damages.

*Held* that there is nothing illegal in a knock-out sale; if the vendor does not want to take the bids offered, he must put on a reserve price or reserve the right to employ the puffer; and that B was entitled to sue. (Graham and Wright, J.J.)

\* \* \*  
EXCHANGE TELEGRAPH CO. v.  
CENTRAL NEWS AND COL-

UMN PRINTING TELEGRAPH  
SYNDICATE.

[N. W., 58; 32 L. J., 317; 103 L. T., 129.

*Injunction.*

A news agency collected information about horse races and telegraphed it to subscribers on condition that they should not communicate it to any other party.

*Held* that the news agency—having spent time, labor, and money in getting information which was not known to all the world when the agency got it and transmitted it to their subscribers—was entitled to an injunction to prevent one of their subscribers communicating it to a third party in breach of his contract and also to restrain the third party from inducing the subscriber to break his contract by communicating the information. (Stirling, J.)

PERSONAL.

W. H. Barnum has opened an office at St. Thomas.

H. A. Litu's, another graduate, will practice in Toronto.

J. H. Ciary, a recent graduate, has opened an office in Toronto.

S. J. Cooley, late of Trenton, is practicing at Mattawa, Ont.

William A. Moss, late of London, Ont., has removed to Glencoe.

S. Malcolmson, Local Master at Goderich, Ont., died on 8th inst.

A. Bedford-Jones, barrister, Toronto, is holidaying at Brockville.

C. M. Woodworth, of Edmonton, has removed to Slocan City, B. C.

J. M. Owen, of Annapolis, N.S., has started a branch office at Middleton.

James Miller, solicitor, Beaverton, who had been in poor health for some time, is dead.

H. W. Herchmer, late of Grenna, Man., is about to begin practice at Fort Steele, B. C.