

that it had not been established as a fact that the defendant was a partner of Phillip. In these circumstances Neville, J., held that the advertisement could not be taken to mean that the defendant was "late with Konski," and was therefore no breach of the agreement: also that there had been no soliciting of the plaintiff's customers proved. The defendant set up that the dismissal of the defendant from the plaintiff's employment was wrongful, notwithstanding wages had been paid her in lieu of notice, and therefore that the agreement was abandoned, but the learned judge negated that contention. But he found that the agreement was unlimited in time and extended to all who had been or might at any time thereafter be customers of the plaintiff, and was therefore too wide, and an unreasonable restraint, and not severable, and therefore void.

LEASE—COVENANT NOT TO ASSIGN WITHOUT CONSENT OF LESSOR—
REFUSAL OF CONSENT—REASONABLE CAUSE—COVENANT RUN-
NING WITH LAND.

Goldstein v. Sanders (1915) 1 Ch. 549. This was an action by a lessor to recover possession of the demised premises for breach of covenant not to assign without the consent of the lessor. It appeared that the lessee had suffered part of the demised premises to be enclosed and used with adjoining premises and it was held by Eve, J., that this was a reasonable cause for refusing to consent to an assignment of the lease, notwithstanding that the proposed assignee was a respectable and responsible person. He also held that the covenant ran with the land and bound assigns though assignees were not mentioned.

COMPANY—PROSPECTUS — MISREPRESENTATIONS — DIRECTORS—
UNCORROBORATED STATEMENTS OF PROMOTERS.

Adams v. Thrift (1915) 1 Ch. 557. This was an action by a shareholder against the directors of a company to recover damages for misrepresentations in a prospectus, on the faith of which the plaintiff became a shareholder. The defendants it appeared had relied on the uncorroborated statements of the promoter, and had not made independent inquiry, and had suffered themselves to be put off from so doing by manifestly insufficient excuses; and it was held by Eve, J., that the existence of a reasonable ground for belief in the truth of the statements of fact made in the prospectus had not been established, and that the defendants were liable as claimed.