comply with or not as she chose, the action could not be maintained.

Lopes, J., said: "I know not what more a person in the plaintiff's position could do, unless she used physical force. She is discharged without a hearing; forbidden to speak; sent to her room; examined by her mistress' doctor, alone, no other female being in the room; made to take off all her clothes and lie naked on the bed; she complains of the treatment; cries continually; objects to the removal of each garment; and swears the examination was without her consent. Could it be said in these circumstances her consent was so unmistakably given that her state of mind was not a question for a jury to consider. I cannot adopt the view that the plaintiff consented because she yielded without the will having been overpowered by force or fear of violence. That, as I have said, is not, in my opinion, an accurate definition of consent in a case like this. I do not understand why, if there was a case against the doctor, there was none against Captain and Mrs. Braddell. The doctor was employed to see if the plaintiff was in the family way. The plaintiff does not suggest in her evidence that he did more than was necessary for ascertaining that fact. If this is so, the Braddells are responsible for what was done by the doctor. It is said there ought to be no new trial as against the doctor. I cannot agree with the definition of consent given by the learned judge, and I think the withdrawing the case against the Braddells influenced the jury in finding for the doctor. They would naturally think the doctor only did what he was told; the Braddells put him in motion, and it would be hard when the principals are acquitted to find the agent guilty. There should be a rule absolute for a new trial." Lindley, J., said: "The plaintiff had it entirely in her own power physically to comply or not to comply with her mistress' orders, and there was no evidence whatever to show that anything improper or illegal was threatened to be done if she had not complied ..... The plaintiff was not a child; she knew perfectly well what she did, and what was being done to her by the doctor; she knew the object with which he examined her, and upon the evidence there is no reason whatever for supposing that any examination would have been made or attempted if she had told the doctor she would not allow herself to be examined." The Court being divided in opinion, the rule was discharged.—*Latter* v. *Braddell & Wife, & Sutton*, 43 L.T. (N.S.) 605.

Contract—Restraint of Trade—B. and L, carrying on business as ironmongers in partnership, agreed that the partnership should be dissolved; that the stock and good-will should be taken by L., who would continue the business on his own account; and that B. would retire from the business, and not commence business as an ironmonger in Bradford, or within ten miles thereof, for ten years (except in Leeds, in which case he should not do business in Bradford directly or indirectly.) The defendant within the ten years commenced business as an ironmonger at Leeds, and solicited customers of the old firm. *Held*, that an injunction ought to be granted only to restrain the defendant from soliciting the customers of the old firm, but not to restrain him from dealing with them. If parties made an executory contract, which is to be carried out by a deed afterwards executed, the real completed contract is to be found in the deed, and the former contract can only be looked at for the purpose of construing the deed.—*Leggott* v. *Barrett*, Court of Appeal, 43 L.T. Rep. (N.S.) 641.

GENERAL NOTES.

The Law Society, on the 26th March, proceeded to the election of office-bearers, which resulted as follows:—President, the *Batonnier;* Vice-President, T. W. Ritchie; Treasurer, S. Pagnuelo; Secretary, F. L. Beique; Committee, Hon. R. Laflamme, J. M. Loranger, J. J. Curran, C. P. Davidson, C. A. Geoffrion.

WILLS.—In the House of Lords, Lord Brougham once mentioned two somewhat remarkable facts, showing the necessity of having a safe place for the deposit of wills. The first case was one in which one of his noble friends, as heir-at-law, lost, and another of his noble friends, as a devisee, gained £30,000 a year. How the first lost it, and the last gained it, was by a will being found in an old rusty box in an old travelling carriage, and which, therefore, might have been very naturally lost by accident or destroyed from ignorance. The second case was one also in which some of his noble friends were concerned, and the sum in question was no less than £160,000. This sum would have been entirely lost to the purposes for which it was intended, if the inquiries relative to the existence of a will with respect to it had been instituted in the winter instead of in the summer. The will was searched for, everywhere, but could nowhere be found, until at last it was discovered in a grate, and stuffed like a piece of waste paper through the bars. If it had been winter instead of summer, in all probability when the fire had been lighted it would have been destroyed.