

therefore, a clause in the articles of the defendant company providing for a reference to arbitration of disputes between the company and its members was valid and a sufficient submission in writing within the Arbitration Act, (see R.S.O. c. 65, ss. 5, 8).

FOREIGN WILL—DEVISE OF REALTY IN ENGLAND—DEFECTIVE EXECUTION—BEQUEST TO HEIR—ELECTION.

*In re De Virte, Vaiani v. Ruglioni De Virte* (1915) 1 Ch. 920. In this case a testatrix, domiciled in Italy, in 1899, made an Italian will purporting to devise real estate in England to Vaiani, and bequeathed personalty to her daughter Maria, Maria being her heir at law. The will was insufficient to pass the realty. The question was whether Maria was entitled to take the land as heiress at law and also the legacy, or whether she was bound to elect which of the two she would take. Joyce, J., decided she was entitled to both, and was not put to election.

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

*Adams v. Thrift* (1915) 2 Ch. 21. In this case the Court of Appeal (Lord Cozens-Hardy, M.R., and Pickford and Warrington, L.JJ.) have affirmed the decision of Eve, J. (1915) 1 Ch. 557 (noted *ante* p. 318).

RESTRAINT OF TRADE—EMPLOYER AND SERVANT—MECHANICAL ENGINEERING BUSINESS—RESTRAINT FOR SEVEN YEARS EXTENDING TO UNITED KINGDOM—INTERESTS OF SERVANT AND PUBLIC.

*Morris v. Saxeby* (1915) 2 Ch. 57. This was an action to restrain the defendant from committing a breach of an agreement whereby he bound himself that he would not, within seven years from leaving the plaintiffs' employment, be concerned in the sale of pulley blocks, overhead runways, electric overhead runways, and hand overhead travelling cranes, or any part thereof, or be concerned or assist in any business connected with the sale or manufacture of such machines within the United Kingdom. The plaintiffs were manufacturers of such machines. The defendant contended that the agreement was void as being in undue restraint of trade. Sargant, J., who tried the action, although of the opinion that, from the point of view of the plaintiffs, the restraint was not unreasonable as to either time or space, yet considered that, from the point of view of the em-