derogate from his own grant by doing what he can to destroy the good-will which he has sold. It is true that if this principle were logically carried out, it would prevent the vendor from carrying on the same sort of business as he has sold; and if the courts had held that he could not, I do not think that the decision could have been complained of. It startles a non-lawyer to be told that if he buys a business and its good-will the seller can immediately enter into competition with him next door. The courts, however, have held that this can be done; but I think that Lord Romilly was right in not applying this doctrine to a case where the vendor directly applies to his old customers to induce them to continue dealing with him instead of with the purchaser. Sir George Jessel and the Lord Justice Lush were of the same opinion, but I believe there are other judges besides my learned brothers who think the decision in *Labouchere* v. *Dawson* wrong."

Alimony—Inalienability of.

The next case of *In re Robinson*, p. 160, is to be noted on account of the opinions therein expressed as to alimony being inalienable. Baggallay, L. J., says: "In the ecclesiastical court it is the practice to vary or stop the payment of alimony according to the position or conduct of the wife, and if it were necessary to give an opinion on the question, I should be inclined to decide that alimony was not alienable." Lindley, L. J., says: "The question whether alimony is assignable has never been distinctly decided; but the nature of alimony has been often discussed, and there are cases which, in my opinion, tend to show that it is not alienable." Cotton, L. J., speaks with more positiveness. He says: "The very nature of alimony is inconsistent with its being capable of assignment. We are familiar with instances of allowances which are not alienable in the case of men, such as the half-pay of the officers in the army and navy, which are given them in order that they may maintain themselves in a sufficient position in life to enable them to be called out for future service if required. Although alimony is not the same thing, it is governed by the same principle. Alimony is an allowance which, having regard to the means of the husband and wife, the court thinks right to be paid for her maintenance from time to time, and the court may alter it or take it away whenever it pleases. It is not in the nature of property, but only money paid by the order of the court from time to time to provide for the maintenance of the wife. Therefore, it was not assignable by the wife. How far she might dispose of the arrears or of her savings is a different matter; here the question is whether she can deprive herself of the benefit of it by anticipation." We may mention that in our own courts, in the case of *Raffenstein* v. *Hooper*, 36 U. C. R. 295, it was decided in 1875 that a bond given to a trustee by a husband, and his surety to secure payment to the wife, in pursuance of a decree of the Court of Chancery, was not assignable by the trustee and the wife, such assignment being contrary to public policy, and tending to lessen the inducement to reconciliation.

Vendor and purchaser—Conditions of sale—Right to rescind.

At p. 172 is a case of *In re Dames and Wood*, which shows the position of a purchaser who has stipulated for the right to rescind a contract of sale, if the vendor makes requisition which he is unable or unwilling to comply with. The following extract from the judgment of Bacon, V.-C., shows the effect of the decision: "No doubt this is a case of some importance. A man has an estate to sell, and he takes care to stipulate in the contract that 'if the purchaser shall take any objection, or make any requisition as to the title, evi-