

judge was of opinion that the contract was one for the benefit of the infant and binding upon him, and granted the injunction as prayed.

MORTGAGOR AND MORTGAGEE—CHARGE ON SHARES—TRANSFER OF SECURITY TO NOMINEE OF MORTGAGOR—CONVEYANCING AND LAW OF PROPERTY ACT, 1881 (44 & 45 VICT., c. 41), ss. 2, 15—(R.S.O., c. 102, s. 1, s-s. 4, & s. 2.)

In *Everitt v. Automatic Weighing Machine Co.* (1892), 3 Ch. 506, the plaintiff was a shareholder of the defendant company and was a debtor to the company, and by the articles of association it was declared that the company should have a first and paramount lien on the shares of each member for his debts to the company, and that for the purpose of enforcing such lien the directors might, on default in payment of a debt, sell the shares and transfer them to a purchaser. The defendants were about to execute this power, and this action was brought to restrain them from doing so, and to compel them to transfer the shares to a nominee of the plaintiff on payment of the amount due from the plaintiff to the company. The motion for the injunction was resisted on the ground that the lien on the shares was not a "charge" within the meaning of the Conveyancing and Law of Property Act (44 & 45 Vict., c. 41), s. 2, and therefore s. 15 of that Act did not apply (see R.S.O., c. 102, s. 1, s-s. 4, and s. 2). North, J., however, held that the lien of the company was a charge within the Act, and on the plaintiff undertaking, on four days' notice by the company, to pay the sum due from him, upon their transferring the shares to his nominee, he restrained the company, until the trial or further order, from selling the shares.

COVENANT TO SETTLE AFTER-ACQUIRED PROPERTY -- POWER OF APPOINTMENT -- SPECIFIC PERFORMANCE-- COVENANT BY HUSBAND AND WIFE THAT WIFE'S POWER, IF EXECUTED, SHOULD BE EXECUTED IN FAVOUR OF COVENANTEE-- BREACH OF COVENANT.

In *re Parkin, Hill v. Schwarz* (1892), 3 Ch. 510, was an action to enforce specific performance of a covenant made by a deceased woman and her intended husband to the trustees of their marriage settlement, that any power of appointment which should thereafter become vested in the wife should, if executed by her, be executed in favour of the trustees of the settlement. After the marriage, and during coverture, the wife had become entitled to a power of appointment by will, and she died leaving a will