

late Act, who decided in favour of the contention of the registrar. The solicitor who ordered the abstract appealed, and the appeal was heard by Mr. Justice Robertson on the 28th ult., who reversed the finding of the Inspector, but refused costs of the appeal, as the question was a new one and not at all free from doubt. It is understood to be the intention to take the case to the Divisional Court. Whatever the decision upon this mooted point may be, the profession will be greatly interested in it.

CURRENT ENGLISH CASES.

(Law Reports for December.—Continued.)

COVENANT—RESTRAINT OF TRADE—UNREASONABLE COVENANT.

In *Rogers v. Maddocks* (1892), 3 Ch. 346, the plaintiff claimed an injunction to restrain a breach of covenant not to carry on a particular business. The plaintiff was a brewer, and engaged the defendant as his traveller to procure orders from and sell malt liquors, and also, if required by the plaintiff, aerated waters, etc., to the class known as wholesale purchasing agents. The defendant agreed that for two years after the termination of his employment with the plaintiff he would not be concerned in selling malt liquors or aerated waters, etc., within a certain district. During his employment with the plaintiff, the defendant was never called on to sell anything but malt liquors, and it was alleged that the plaintiff had no business for the sale of aerated waters, etc. After leaving the plaintiff's employ, the defendant became a traveller for rival brewers within the prescribed district, and the plaintiff claimed an injunction to restrain him from so doing. The defendant contended that the restriction was too wide, and therefore void. Stirling, J., construed the covenant as only prohibiting the defendant from selling wholesale within the prescribed limits, and held that the stipulation as to aerated waters, etc., was severable, and he granted an interim injunction, only restraining the defendant from selling malt liquors wholesale. From this order the defendant appealed, and by agreement the appeal was treated as the trial of the action. The Court of Appeal (Lindley, Lopes, and Smith, L.JJ.) differed from Stirling, J., and were of opinion that the covenant restrained the defendant from selling both retail and wholesale within the pre-