pany: *Wallace* v. *The Automatic machines Company*, 63 Law J. Rep. Chanc. 598, which shows that a debenture-holder may realise the full value of his security on the winding up of the company, though at that date the time fixed for payment of the principal has not yet arrived. In some respects *The Industrial and General Trust* v. *The South American and Mexican Company*, 63 Law J. Rep. Chanc. 169, is a most important case, for it shows that, where the assets are of a mercantile nature and difficult to realize by an official, the Court will not always oust the debenture-holders' receiver in favor of the official receiver.—*Law Journal* (Eng.)

NOTES OF RECENT ENGLISH CASES.

THE true test of the validity of a covenant which is in restraint of trade —whether the restraint be general or partial—is, whether it is or is not reasonable—*i.e.*, if it is not more than is reasonably necessary for the protection of the covenantee, and is not injurious to the interests of the public, the covenant may be unlimited in point of space. In early times, all agreements in restraint of trade would have been held bad, whether general or restricted in area. The first exception was made in favor of covenants where the restraint of trade was limited to a particular place. Mitchell *v.* Reynolds 1 P. Wms., 181. The difficulty of applying this rule will lead to each case being considered on the facts involved, and the rule is now,—is the restraint reasonable or not? Homer v. Graves, 7 Bing. 735. The restraints are bad unless they are natural, and not unreasonable for the protection of the parties, in dealing legally with some subject matter of contract. Leather Cloth Co. *v.* Lorsont, L.R. 9 Eq., 345. Nordenfelt *v.* Maxim, etc., Co. 11 R. Jan. 1.

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IN an appeal from the Supreme Court of Cape Colony, the Judicial Committee have had to consider the issuing of company's shares at a discount. It was held that the directors were not at liberty to issue fully paid shares at a discount, and were, therefore, liable for the difference between the price at which they were actually issued, and the par value; but they were not liable for the difference between the par value and any higher amount which the shares might have fetched on the market. Hirsche *v.* Sims, 11 R. Jan. 44.

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On appeal from Vaughan Williams J. held by the Court of Appeal in *re* South American and Mexican Co. (12 R. Jan. 91), that a judgment of consent operates as an estoppel *inter partes* as much as a judgment which has been arrived at by the Court, after exercising its mind on the matters in controversy.

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THE proprietors of "Yorkshire Relish" obtained an interim injunction against another firm, vending a similar article under that name, although the labels and wrappers were different. The rule was deduced, that the maker of a secret preparation, or of a patented article, may, while the secret remains undiscovered, or the patent is unexpired, obtain an injunction to restrain the sale of a different kind of article passed off under the name by which the article was known. Po-