

Where interference with the easement is merely threatened, the preventative remedy by injunction is always adequate to the exigencies of the case ; but if there has been an actual interference, a mandatory injunction may become necessary to supplement the usual remedy. The power of the court to grant such relief, though once questioned, is now admitted beyond doubt. In *Rankin v. Huskisson* (1830), 4 Sim. 13, the agreement was that no buildings should be erected on the plot of ground, south of the demised premises. The complainants built thereon, and afterwards the defendants began to erect stables on the adjoining land. Vice-Chancellor Shadwell awarded an injunction restraining the defendants, not only from continuing the projected buildings, or commencing any other buildings whatever, on the plot of ground described in the pleadings, or any part thereof, but also from permitting such part of said building as had been already erected to remain thereon. See note (1) to *Rankin v. Huskisson* ; Kerr on Injunction, 231. The extreme limit of this jurisdiction, however, is the restoration of the property to its condition at the time the wrongful act or neglect began.

As has been said, specific performance of a proper covenant to perform positive acts, will be decreed, if the covenant is one which runs with the land, or if the bill is filed against the original covenantor. What are proper covenants under this head of equitable jurisdiction is a question to be determined solely under the rules regulating the granting of that kind of relief. It is unnecessary to discuss its limitations here.

### COMMENTS ON CURRENT ENGLISH DECISIONS.

We continue the Law Reports for March comprised in 24 Q.B.D., pp. 269-360; 15 P.D., pp. 25-36; 43 Chy.D., pp. 185-315; 15 App.Cas., pp. 1-51.

PARTNERSHIP—INTEREST IN LAND—AGREEMENT TO RETIRE—INTEREST IN LAND—STATUTE OF FRAUDS  
AGREEMENT EVIDENCED BY DRAFT—MORE FORMAL DOCUMENT INTENDED—SPECIFIC PERFORMANCE—RIGHT TO USE NAME OF RETIRED PARTNER.

*Gray v. Smith*, 43 Chy.D., 208, was an action for the specific performance of an agreement for the retirement of two partners from a firm, in which one or two points of law arise. The firm was composed of Gray, Smith & Bennett, and the agreement which the action was brought to enforce was as follows: "Rough draft—Memorandum from Gray, Smith & Bennett: This is to record that, in consideration of William Gray, or his executors, paying H. C. Bennett, or his assigns, the sum of £100 on the 1st of January, 1890, and the sum of £100 on the 1st of January for the nine succeeding years, H. C. Bennett agrees to withdraw from the firm of Gray, Smith & Bennett." This was signed by Bennett and delivered by him to the plaintiff. In the first place, the question was raised before Kekewich, J., whether this agreement was a sufficient memorandum within the Statute of Frauds of the assignment of Bennett's interest in the partnership lands. That learned judge was of opinion that though a partnership in,