ordinary presumption of law that the ownership of the soil *usque ad medium filum viæ* is to be taken to be in the land-owners on either side does not apply here. This presumption of law is founded on the probability that, where the ownership of the soil of a road is doubtful, it belongs to the adjoining proprietors; because when land was withdrawn from its private uses, and granted to the public for the purpose of making a road, it is reasonable to suppose that something was given up on each side." "Now," said Lord Justice Bramwell, "if a man says: 'I hereby sell you my estate at A, bounded by such and such roads,' then the land *usque ad medium filum viæ* will pass; or suppose what he sells is 'my field of Dale,' and there is a road on one side of it, then the land *usque ad medium filum viæ* would pass; or suppose he gave the particular boundaries of the field such as 'bounded by a hedge,' and there was a road beyond the hedge, then the land *usque ad medium filum viæ* would pass, because a man does not convey less than he has, and in such a case he means bounded by the road." That in his Lordship's opinion was the principle of the cases. If the conveyance included the street, the defendant might have prevented the making of the road. Of the same opinion was Lord Justice Cotton. The decision practically comes to this, that the rule relating to land *usque ad medium filum viæ* can have no application where there is no *via* in existence at the time of the grant.—*Law Times.*

CONTRACTS IN RESTRAINT OF TRADE.

Contracts in restraint of trade have received their latest illustration in the case of *Roussillon* v. *Roussillon*, which was recently decided by Mr. Justice Fry. The plaintiffs, who are champagne merchants at Epernay, and have a place of business in London, applied for an injunction to restrain the defendant from carrying on a rival trade. The defendant went into the employment of the plaintiffs at Epernay in 1866. He remained there two years, and was afterwards employed by them as a traveller in England and Scotland. In 1869, in return for the kindness bestowed upon him by the plaintiffs, and for the trouble they had taken in his commercial education, he undertook not to represent any other champagne house for two years after leaving their service. He also undertook, if at any time he left the plaintiffs' house for any reason whatever, not to establish himself nor to associate himself with any other persons or houses in the champagne trade for ten years. The defendant left the plaintiffs' employment in 1877, and the defendant established himself in London as a vendor of Ay champagne. Proceedings were instituted in the Tribunal of Commeree at Epernay by the plaintiffs, who obtained judgment by default. The defendant was thereby restrained from representing any champagne house for two years, and from carrying on the business of champagne merchant for ten years. The present proceedings were brought to enforce either the contract or the judgment. Two questions were thus raised. His Lordship was of opinion that the rule to be deduced from the authorities was, that the restraint must not be unreasonable, having regard to the circumstances of the business to be protected. He thought the restraint in this case was not larger than the reasonable protection of the plaintiffs' business warranted. Must the contract, then, be partial to one place? Such a rule, in his opinion, could be evaded by exception. There were businesses, considering the facilities of communication, which were very well conducted over the whole country or a larger area, and other businesses which could only be interfered with in a limited area. "In the first case," his Lordship went on to say, "a universal restriction would be reasonable; in the second, it would be unreasonable to render the contract void. * * The supposed rule as to locality would only apply to those cases in which, in my judgment, it ought not to apply; and therefore, unless there is strong authority to bind me, I should hold that there was no such rule." In the recent case of *Collins* v. *Locke*, 41 L. T. Rep. N. S. 292, it appears to have been fully admitted by the Privy Council that contracts in restraint of trade are against public policy, unless the restraint they impose is partial only, and they are made for good consideration and