AGREEMENT IN RESTRAINT OF TRADE.

Baker v. *Hedgecock*, 39 Chy. D. 520, was an action to restrain the defendant from violating an agreement entered into by the defendant with the plaintiff, on entering his service for the term of three years as a tailor,—not to enter the service or employ of any other person, or enter into any engagement or be concerned or interested in carrying on his own account or otherwise, "any business whatever within the distance of one mile from——during the continuance of the time or within two years of the term or within two years thereafter," without the plaintiff's consent in writing. The action was to restrain the defendant setting up as a tailor within the prescribed limit. But it was held by Chitty, J., that the agreement was void, because of the general restraint of all trade, and that effect could not be given to it by rejecting the general restraint, and limiting the agreement to the business of a tailor.

ADMINISTRATION—ANNUITY CHARGED ON REAL ESTATE TENANT FOR LIFE AND REMAINDERMAN CORPUS.

In re Moffatt, Jones, and Mason, 39 Chy. D. 534, a testator had died entitled to certain real estate, charged with an annuity which he had covenanted to pay—a contest arose as to how this charge should be borne by the tenant for life, and remaindermen, to whom the testator had devised the property. It was held by Chitty, J. that the annuity must be capitalized and the burthen borne by the tenant for life and remaindermen, in proportion to their respective interests.

PARTNERSHIP—DISSOLUTION—RECEIVER AND MANAGER—SALE OF PARTNERSHIP BUSINESS AS GOING CONCERN.

In *Taylor* v. *Neate*, 39 Chy. D. 539, it was held by Chitty, J., that notwithstanding articles of partnership provide that on a dissolution of the firm there shall be a division of the assets, the Court has, nevertheless, jurisdiction to direct a sale of the business as a going concern, and will do so where that is the most beneficial mode of realization, and for that purpose will, after dissolution, appoint a receiver and manager until a sale of the business, for the purpose of preserving the assets by carrying into effect existing contracts, and entering into such new ones as are necessary for carrying on the business in the ordinary way, but so as not to impose by speculative dealing or otherwise, onerous liabilities on the partners.

COMPANY—DIRECTORS—MEETING—NOTICE.

In re Homer District Gold Co., 39 Chy. D. 546, application having been invited by a company for 106,000 preference shares, at a meeting of the directors, five in number, it was resolved not to allot any of the shares till 14,000 were applied for. Subsequently, two of the directors (a quorum) called a meeting to be held the same day as the notice was given, and without specifying the business to be transacted. The meeting was held at two o'clock, on a five hours' notice to two of the other directors who did not attend, of whom one did not receive his notice till the next day, and the other gave notice he could not attend till