son, limited to dealing with certain specified property until such time as the will or an authentic copy should be produced.

RESTRAINT OF TRADE—COVENANT NOT TO KEEP A COFFEE HOUSE—SALE OF REFRESHMENTS BY GROCER.

In *Fitz* v. *Iles*, (1893) 1 Ch. 77, the defendants were bound by a covenant contained in a lease not to use the devised premises as a coffee house. They carried on business as grocers, and proposed, as auxiliary to their business, to sell to their customers tea and coffee and bread and butter and other light refreshments, and the plaintiff claimed an injunction to restrain them from doing so, as being a breach of their covenant. North, J., held that the plaintiff was entitled to the relief claimed, and his judgment was affirmed by the Court of Appeal (Lindley and A. L. Smith, L.JJ.).

GUARANTEE—RECITAL OF GUARANTEE IN A WILL—STATUTE OF FRAUDS (29 CAR. 2, C. 3), S. 4—AGREEMENT BY A PARTNER TO INDEMNIFY FIRM.

In re Hoyle, Hoyle v. *Hoyle*, (1893) 1 Ch. 84, raises what Lindley, L.J., calls "a curious question." A testator in his lifetime was a member of a firm of solicitors. His son was indebted to the firm, and it was agreed that he should take a mortgage from his son, and he verbally agreed to indemnify the firm against any loss by reason of the indebtedness of his son. In his will he recited that he had guaranteed the firm against loss in respect of his son's debt. Two questions arose: (1) Whether the promise of the debtor to the firm was a promise to answer for the debt, default, or miscarriage of another within the Statute of Frauds; and (2) was the recital in the will a sufficient memorandum in writing to satisfy the Statute of Frauds? Kekewich, J., decided the first question in the affirmative and the second in the negative; but the Court of Appeal (Lindley, Bowen, and Smith, L.JJ.) was against him on both points, and was of opinion that the promise was one of indemnity, and was not within the statute; but Smith, L.J., though not differing from his brethren, considered it was not necessary to decide that point, but the court was unanimous that, assuming the promise was a guaranty within the statute, the recital in the will was a sufficient note or memorandum in writing to satisfy the statute.