and chapel, mortgaged the property for 1,400*l.* to Messrs. Nixon & Few, who in January, 1864, transferred the mortgage to the plaintiff. On the transfer Messrs Stuckley & Wrigle, acted as solicitors of both parties; the plaintiff permitted them to retain the deeds, and gave no notice of the transfer to the mortgagors. In August 1864 the mortgagors, in ignorance of the transfer, paid the whole sum due on the mortgage to Stuckley & Wrigley, agents for Nixon & Few, who acknowledged the payment by a deed the nature of which was falsely represented to them. Meanwhile, Stuckley & Wrigley concealed these transactions from the plaintiff, and continued to pay him interest at the proper intervals, until the end of 1867, when Stuckley disappeared, and the whole fraud was discovered. The plaintiff now filed a bill of foreclosure against the mortgagors.

For the defendants it was argued that the plaintiff, not having given notice, was bound by any transactions between the mortgagors and the original mortgagees, and that payment to Stuckley & Wrigley operated as a payment to them.

The Master of the Rolls held that the payment to Stuckley & Wrigley, and the acknowledgment under seal given by Nixon & Few, could not affect the plaintiff and could only affect Nixon & Few by way of estoppel; and his lordship made the common foreclosure decree.—*Withington* v. *Tate*, English Rep., Nov. 24, 1868.

COVENANT NOT TO BE "CONCERNED OR INTERESTED IN" A TRADE.—This was a motion for an injunction against the defendant, who had sold to the plaintiff the good will and business of a tailor's trade, which he had carried in High Holborn, the defendant covenanting upon settling the purchase not to "carry on or be concerned or interested in the business of a tailor" within a fixed distance from his late place of business. The defendant had recently taken an engagement as foreman (according to the plaintiff) to his nephew, who carried on the same trade under the same name as that of the defendant, within the proscribed limits.

On a motion to restrain the breach of the covenant. it was, on the part of the defendant, denied that he was acting as foreman, and submitted that his hiring himself as a mere journeyman tailor to a relation who happened to bear the same name was no breach of the covenant, which only applied to the interest of a principal or partner in business.

Held, that every workman was "interested" in the trade of his master; the defendant had the opportunity, and probably took advantage of it, of withdrawing the plaintiff's customers, and inducing them to follow him; he had therefore brought himself both within the spirit and the letter of the covenant, and the injunction was granted accordingly.—*Newling* v. *Dobell*, English Rep., Nov. 19, 1868.

CONTEMPT OF COURT — PUBLISHING IN NEWSPAPERS OF MATTERS CONNECTED WITH A PENDING SUIT.—The solicitor for the defendant in this suit had written anonymously in the *Volunteer Gazette*, impeaching the novelty and usefulness of a cartridge, a patent for which the plaintiff has, and the validity of which is in question in the suit. This was a motion to commit the solicitor as having been guilty of contempt of court. There was also a motion against the editor of the newspaper.

The Master of the Rolls made an order to commit the solicitor, but directed that it should not be enforced for a fortnight, to enable him to insert an apology in the *Volunteer Gazette;* and in case he did so, that it should not be enforcod at all, except that he was to pay the costs of the motion. He refused to make an order against the editor, but did not give him costs.—*Daw* v. *Eley*, L. J. Notes, Dec. 18, 1868.

ACTION ON ADMINISTRATION BOND.—On an application to stay proceedings on an administration bond:

Held, 1. That no citation is necessary to compel the delivery of an account by an administrator, or to make it necessary for an administrator to collect and pay debts.

2. The want of a decree of distribution is an answer by way of plea to a breach for not distributing.

3. Full damages may be recovered on breach for not administering. *Quære*, if the breach should show receipt and misappropriation of funds; but if declaration defective in that respect, defendants should demur.

Stay of proceedings refused.—*Neill* v. *McLaughlin et al.*, 5 U. C. L. J., N. S., 18.

DEFAMATION — RUMOUR — JUSTIFICATION.—To an action for slander the defendant pleaded that in speaking the words he meant, and was understood to mean, that there was a rumour current to the effect of the words used, and that such a rumour was actually current

Held, that the existence of the rumour was no justification, and that the plea was bad.—*Watkin* v. *Hall*, 6 W. R., 857.
