

and moral principle, but at the same time not a duty enforceable by legal proceedings, whether civil or criminal." But the difficulty of determining when a duty of this kind arises is sufficiently apparent from this very case, where we find out of four English people of more than "ordinary intelligence and moral principle" two holding that the defendant was discharging such a duty, while two others were agreed that he was officiously interfering and, without sufficient ground, impugning the honesty of the plaintiff, to his serious damage.

ADMINISTRATION—FOREIGN WILL OF PROPERTY ABROAD—INTESTACY AS TO ENGLISH ESTATE.

*In re Mann* (1891), P. 293, a testatrix had made a will expressly limited to her property abroad, and had died intestate as to her estate in England. Under these circumstances, the executors assenting, a grant of administration of the English estate was made to the next of kin.

ADMINISTRATION—GRANT TO SON, PASSING OVER HUSBAND.

*In re Moore* (1891), P. 299, the husband of the deceased, having been cited to accept or refuse administration, and not having appeared, a grant of administration was made to the son of the deceased, who was her sole next of kin.

CONTRACT OF SERVICE—AGREEMENT TO GIVE WHOLE TIME—INJUNCTION—SPECIFIC PERFORMANCE.

*Whitwood Chemical Co. v. Hardrian* (1891), 2 Ch. 416, is an illustration of the rule that a court of equity will not attempt to enforce the specific performance of a contract for personal service. In this case the defendant had agreed to give, during a specified term, "the whole of his time to the company's business." There was no negative stipulation that he would not during that time engage in any other business or occupation. The action was brought to compel the specific performance of the agreement, and the plaintiffs claimed an injunction to restrain the defendant from setting up any business or entering into any agreement, or making any engagement with any person or company other than the plaintiffs by which the defendant would cease to devote his whole time to the plaintiffs' business, etc.; and the present decision is upon a motion for an interim injunction. Kekewich, J., was of opinion that the contract of the defendant to give his whole time was in effect an express contract not to give his time to any one else than the plaintiffs, and he granted an injunction restraining the defendant from giving less than his whole time to the plaintiffs; but the Court of Appeal (Lindley and Kay, L.JJ.) were clearly of opinion that *Montague v. Flockton*, 16 Eq. 189, in which an injunction had also been granted in the absence of an express negative agreement, had proceeded on an erroneous view of Lord St. Leonard's decision in the well-known case of *Lumley v. Wagner*, 1 D.M. & G. 604. The conclusion of the Court of Appeal was not only that there was no express negative contract, but that there was not even an implied one which could be enforced by injunction. The decision of Kekewich, J., was therefore reversed.

MISREPRESENTATION—PROSPECTUS—DECEIT—ONUS PROBANDI—NEGLIGENCE—DIRECTORS, LIABILITY OF, FOR MISREPRESENTATIONS IN PROSPECTUS—COSTS.

*Angus v. Clifford* (1891), 2 Ch. 449, is a case against directors to recover damages against them for misrepresentations in a prospectus put forth by