PRACTICE - MANDATORY INJUNCTION, FORM OF

In Jackson v. Normanby Brick Co. (1899) 1 Ch. 438, the Court of Appeal (Lindley, M.R. and Rigby and Collins, L.J.) decided that in-future, mandatory injunctions are to be framed in the affirmative form, and expressly command the thing to be done, instead of following the ancient and round about way of restraining the party enjoined from allowing the thing to remain. The reporter adds a note that this court has now for the first time had the courage to exercise in a direct form this branch of its jurisdiction; but this was previously done by North, J., in Biciwell v. Helden, 63 L.T. 104, in the case of an illiterate defendant; see also Smith v. Smith, L.R. 20 Eq. 505, and Snarr v. Granite Rink, 1 Ont. 107.

INFART APPRENTICESHIP DEED. CONTRACT NOT FOR BENEFIT OF INFANT.

Green v. Thompson (1899) 2 Q.B. 1, was a case in which an employer claimed to enforce an apprenticeship deed made with an infant employee, and the question was whether the deed was for the benefit of the infant. It was argued that it was not, because it contained a provision exonerating the employer from paying the infant wages during the usual holidays, and days on which the master's business should be at a standstill through accident beyond his control. The Divisional Court (Darling and Channell, JJ.) held that this stipulation was not so disadvantageous to the infant, as to render the contract void, as against the infant employee. The case was held to be distinguishable from Corn v. Matthews (1893) 1 Q.B. 310, on the ground that in that case the master was exonerated from payment of wages not only when his works were at a standstill from causes beyond his control, but also in cases where he had himself caused the stoppage.

COUNTY—LIABILITY FOR EXPENSES OF TROOPS SUMMONED TO PRESERVE PEACE MANDAMUS.

The Queen v. Glamorgan (1899) 2 Q.B. 26, is a case which involves an important principle, and it is a case, strange to say, in which the decision of the Court (Wills, Darling, and Channell, JJ.) is one of first impression, and not based on any previous authority. The facts were simple enough. Riots, and disturbances of the peace had taken place in Glamorganshire, and the magistrates of the county called in the assistance of troops for the purpose of maintaining peace. Arrangements were made on behalf of the magistrates for the maintenance of the troops called in and in pursuance