as showing here how a little ebullition of temper on the part of Mr. Justice Hull, which has been enshrined by the reporter, has succeeded in rendering that worthy justice more remarkable than he would have been had he used less choleric language.

RESTRAINT OF BUSINESS—AGREEMENT NOT TO CARRY ON PROFESSION OF SURGEON—ACTING AS ASSISTANT.

Palmer v. *Mallett*, 36 Chy. D. 411, is another case on the law of agreements on restraint of trade. The defendant became assistant to Hall & Palmer, surgeons at Newtown, and entered into a bond to them conditioned that he should "not at any time hereafter directly or indirectly, and either alone or in partnership with, or as assistant to, any other person or persons, carry on the profession or business of a surgeon" at Newtown or within ten miles thereof. The bond contained a recital that the defendant had been taken into the employment of the obligees on the terms that "he should not any time set up or carry on the business of a surgeon" in Newtown or within ten miles thereof. The partnership was subsequently dissolved, and both Hall and Palmer continued to practice in Newtown, and Hall engaged the defendant as his assistant at a salary, whereupon Palmer brought the action to restrain the defendant from so acting. The action, as Chitty, J., observes, was not brought on the bond, but upon the agreement recited in the bond itself. The argument for the defence, however, appears to have been based on the supposition that the action was brought to enforce the bond, and it was contended on behalf of the defendant that as the bond was entered into with Hall & Palmer jointly, and for the protection of the joint business only, Palmer alone could not sue to enforce it, and, the joint business having come to an end, that the bond could no longer be enforced. But Chitty, J., decided that although the bond was joint, yet from a consideration of the terms of the agreement recited in the bond, it was intended that each partner should be protected thereby, and that the plaintiff had therefore an individual right to the relief he claimed, and this decision was affirmed by the Court of Appeal (Cotton, Bowen and Fry, L.JJ.). Cotton, L.J., points out the distinction between covenants not to carry on a trade, and covenants not to carry on a profession. While the former are not broken by the covenantor becoming a clerk or assistant to another person who carries on the trade in question, the latter are broken by the covenantor acting as assistant to another person who practises the profession in question.

COSTS—TAXATION OF COSTS—SEPARATE DEFENCES.

The only point worth noticing in *Boswell* v. *Coaks*, 36 Chy. D. 444, is that where the House of Lords had, subject to certain directions, left it to the taxing officer to determine how many sets of costs should be allowed to defendants who had severed in their defences, it was held by North, J., and the Court of Appeal, that no appeal would lie from the ruling of the taxing officer on the point, unless he altogether omitted to exercise his discretion.