

there would be a question at the trial whether the plaintiff had not consented to the exhibition complained of, the Court of Appeal (Lord Halsbury, and Lopes and Davey, L.JJ.) were of opinion that an interlocutory injunction ought not to be granted. The Court of Appeal was not, however, agreed as to whether the court below was justified in granting the injunction on the evidence there used. Lord Halsbury was of opinion that it was, and Davey, L.J., said he would have much hesitation in differing from it; but Lopes, L.J., thought that it was not warranted in granting the injunction, as the case was not brought within the rule laid down in *Bonnard v. Perryman*, (1891) 2 Ch. 269, which both he and Davey, L.J., regarded as an absolute rule of practice with regard to the circumstances under which an interlocutory injunction may be granted, whereas Lord Halsbury thought the case did not in any way limit the judicial discretion.

SOLICITOR—UNDERTAKING OF SOLICITOR, ENFORCEMENT OF—SOLICITOR'S UNDERTAKING TO REFUND COSTS.

*Swyny v. Harland*, (1894) 1 Q.B. 707, was an application to enforce an undertaking given by a solicitor to refund certain costs, in the event of an appeal from the judgment under which they were payable being successful. The appeal having proved successful, the appellant applied for an order against the solicitor to refund the costs in question, which was granted. In connection with this case, it will be useful to refer to a somewhat similar application to enforce an undertaking given by a solicitor out of court to deliver up a deed, recently noted in the *English Law Times* newspaper, vol. 97, p. 41, where the Court (Chitty, J.) made a summary order against the solicitor.

MORTGAGE—TRADE FIXTURES—HIRE AND PURCHASE AGREEMENT—REMOVAL OF FIXTURES.

*Gough v. Wood*, (1894) 1 Q.B. 713, was an action by a mortgagee to restrain the removal of a boiler from the mortgaged premises under the following circumstances. Prior to the mortgage the mortgagor had entered into an agreement with the defendants, whereby they agreed to supply him with a boiler, to be paid for by instalments, and, until paid for, the property in the boiler was to remain in the defendants; and, in case of default in payment of any of the instalments, the defendants were