

was brought by a firm of builders against the officials of different Trade Union Societies, to restrain them from watching and besetting workmen brought by the plaintiffs to fill places vacated by men on strike. The present is a report of an application for an interlocutory injunction until the trial. The motion was resisted on the ground that the action was not properly constituted because the plaintiffs had not alleged any joint cause of action against all the defendants, but only separate and distinct torts against each. The plaintiffs, on the other hand, contended that the tort alleged was joint, because it was claimed that the defendants had combined and conspired together to do that which was illegal under the Conspiracy and Protection of Property Act, 1875, s. 7 (see Cr. Code s. 523), viz., to compel the plaintiffs to abstain from doing that which they had a legal right to do. Stirling, J., ruled that the action was properly constituted, both as to the plaintiffs and defendants, as the tort alleged was joint and all the plaintiffs had suffered from the same tort, and even if, in the result of the action, it should turn out that some only of the defendants were liable, judgment could be recovered against them notwithstanding the misjoinder of the others, and on the evidence, being of opinion that it was only shewn that two of the defendants had been guilty of acts forbidden by the statute in question, he granted the interlocutory injunction only as against them.

INJUNCTION—TRIVIAL INJURY—COSTS.

In *Llandudno v. Woods* (1899) 2 Ch. 705, the plaintiffs, a municipal body, entitled as leasees of the Crown to the sea shore between high and low water mark, claimed a declaration that the defendant (a clergyman) was not entitled to hold services on such sea shore without the plaintiffs' consent, and for an injunction. Cosens-Hardy, J., who tried the action made the declaration as asked, but refused to grant an injunction, on the ground that the matter was too trivial, and also made no order as to costs.

**VENDOR AND PURCHASER PURCHASE MONEY PAYABLE BY INSTALMENTS —
REPUDIATION OF CONTRACT BY PURCHASER AFTER PART PAYMENT RIGHT
OF VENDOR TO RETAIN PURCHASE MONEY AFTER REPUDIATION BY PURCHASER
—SPECIFIC PERFORMANCE—LACHES.**

Cornwall v. Henson (1899) 2 Ch. 710 is an interesting case on the law affecting vendors and purchasers. In 1892 the defendant agreed to sell to the plaintiff a parcel of land for £150, of which