

ability. The prosecutor by his reply joined issue thereon and claimed damages for the injury he had sustained owing to the defendants' neglect to drain the district. The issue was tried by McCardie, J., who held that the defendants were entitled to contend that the writ of mandamus should not have been issued; but as the Act in question imposed an imperative duty on the defendants to drain the district, which duty they had failed to perform, the writ had been rightly issued, and that the prosecutor was entitled to recover in these proceedings the damages he had sustained and that as the damages were continuing the damages were not to be limited to the six months prior to the proceedings (see R.S.O. ch. 86, sec. 13).

RESTRAINT OF TRADE—CONTRACT OF EMPLOYMENT—VALIDITY—
FILM ACTOR—STAGE NAME OF ACTOR—STAGE NAME TO BE
PROPERTY OF EMPLOYER—STAGE NAME NOT TO BE USED
AFTER LEAVING EMPLOYMENT—ACTORS' PROFESSIONAL REPU-
TATION AND IDENTITY MERGED IN STAGE NAME.

Hepworth Manufacturing Co. v. Ryott (1920) 1 Ch. 1. The plaintiffs in this case were film producers and employed the defendant as a film actor. By the terms of the contract the defendant was to act under the name of Stewart Rome and the name was to be the property of the plaintiffs, and the defendant agreed not to use the name after leaving the plaintiffs' employment. The defendant acted under the name of Stewart Rome and by his skilful acting, and partly by the plaintiffs' advertising the defendant under that name acquired a considerable reputation in which his professional identity became so merged that his market value as an actor without the name would be diminished more than fifty per cent. until his identity and reputation as an actor were re-established *de novo*. The defendant had left the plaintiffs' employment and had entered the service of rival film producers for whom he acted under his stage name of Stewart Rome. The action was brought for the enforcement of the contract. There was no dispute as to the facts and the only question was whether the contract was enforceable. Astbury, J., who tried the action, came to the conclusion that the contract was tyrannous, oppressive and unreasonable and whether it was in restraint of trade or not the Court ought not to enforce it; but he also held that it was in fact in partial restraint of trade and not reasonably required for the protection of the employers and for this reason also it could not be enforced, and his judgment was affirmed on the latter ground by the Court of Appeal (Warrington and Atkin, L.JJ., and Eve, J.).