

ENGLISH CASES.

EDITORIAL REVIEW OF CURRENT ENGLISH
DECISIONS.

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CONTRACT FOR FIXED TIME—IMPLIED AGREEMENT TO CONTINUE—CIRCUMSTANCES NECESSARY TO PERFORMANCE OF CONTRACT — IMPLIED CONDITION.

Ogdens v. Nelson (1903) 2 K.B. 287, was an action for goods sold and delivered, in which the defendant by way of counter claim set up that in consideration of the defendant becoming a customer of the plaintiff and agreeing to purchase goods of them, and not to sign an agreement with any other firm which would prevent his dealing with the plaintiff, the plaintiffs would for a period of four years distribute as an annual bonus among their customers, including the defendant, and in proportion to the purchases made by them respectively a certain fixed annual sum, and also the expected profits on certain goods which should be sold by the plaintiff during that period. Before the four years expired the plaintiffs sold the business to third persons; the defendant claimed damages for the breach of this agreement. Lord Alverstone, C.J., who tried the case, held that there was an implied agreement by the plaintiff to continue to carry on their business for the four years mentioned in the agreement, and their omission to do so constituted a breach which entitled the defendant to damages.

SOLICITOR—DISQUALIFIED PERSON ALLOWED TO USE SOLICITOR'S NAME—STRIKING OFF ROLL—SOLICITORS' ACT, 1843 (6 & 7 VICT., C. 73) S. 32—(R.S.O. C. 174, S. 28).

In re Burton (1903) 2 K.B. 309, may be briefly noticed inasmuch as it marks a difference between the English and Ontario Solicitors' Act. The application was to strike a solicitor off the roll for permitting a disqualified person to use his name. The Divisional Court (Lord Alverstone, C.J., and Wills, and Channell, JJ.) held that under the English Act they had no discretion as to the punishment to be inflicted, but were bound by the Act to make the order as asked. Under the Ontario Act, R.S.O. c. 174, s. 28, it seems reasonably clear that in such cases the Court has a discretion.