

practical manual, containing notes collected in the course of his practice, and comprising all the information accessible on the subject treated. We trust the author will meet with sufficient encouragement to induce him to give the profession the benefit of his labors.

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COURT OF APPEAL.

LONDON, Feb. 20, 1895.

Before Lord HALSBURY, and Lords Justices LINDLEY and SMITH.

TREGO v. HUNT (30 L. J. 163).

*Partnership—Goodwill—Books of account—Right of partner to take extracts—Names and addresses of customers—Soliciting customers.*

Appeal from the decision of STIRLING, J.

The plaintiff and defendant were partners under an agreement for seven years from January 1, 1889. The agreement provided that the goodwill was to be the sole property of the plaintiff, and that each partner was to have access to the books of account and liberty to take copies or extracts therefrom. The defendant extracted from the books a list of the names and addresses of the customers of the firm, with the intention, as he admitted, to use the list for the purpose of soliciting the customers after the expiration of the partnership. The plaintiff brought this action for an injunction to restrain the defendant from making extracts from the books except for the purpose of the partnership business.

Stirling, J., refused a motion for an injunction. The plaintiff appealed.

Their LORDSHIPS dismissed the appeal upon the ground that they were bound by the authority of *Pearson v. Pearson*, 54 Law J. Rep. Chanc. 32, to hold that the defendant would be entitled to solicit the customers of the firm after the expiration of the partnership, and that being so, it followed that he was entitled during the partnership to make extracts from the books to facilitate such solicitation.