

ing clerk, and expressly agreed that he would not, on the expiration of his service, either alone or jointly with anyone else, directly or indirectly, "be engaged, or manage, or concerned in the office, profession, or business of a solicitor within a radius of seven miles of the Town Hall of Tamworth." The question in dispute was whether or not this agreement was unreasonable and therefore invalid on the ground that it was unrestricted as to time. Eve. J., held that it was not, and the Court of Appeal (Lord Sterndale, M.R., and Warrington and Younger, L.JJ.) affirmed his decision; but Younger, L.J., calls attention to *Townsend v. Farman*, 1900, 2 Ch. 698, from which it would appear that if the business of a solicitor, carried on by the plaintiff or his successor, ceased to exist, the defendant's covenant also would come to an end.

CAUSE OF ACTION—WORKMAN—COMBINATION OF EMPLOYERS—
PROTECTION OF TRADE INTERESTS—PEACEFUL PERSUASION—
COERCION—RESTRAINT OF TRADE.

Davies v. Thomas (1920) 2 Ch. 189. This was an action against the defendants for procuring the plaintiff's dismissal from his employment by illegal coercion of his employer. The facts of the case were that the defendants and other persons were yeast dealers in a certain district, who had formed themselves into an association for trade protection, and the plaintiff was employed as a traveller at first by one Williams, a member of the association, whose employment he left and entered the service of another member of the association, named Hopkins, and proceeded, on behalf of Hopkins, to canvass the customers he had previously secured while in Williams' employ. Williams objected to this, and brought the matter before the association and endeavoured to induce Hopkins to give the plaintiff notice of dismissal. This Hopkins at first refused to do, but subsequently at a private interview he consented, and in fact did it. Lawrence, J., who tried the action, held that what was done gave the plaintiff no cause of action, because by the terms of his employment with Hopkins the latter had a contractual right to terminate his employment, and he had not been in any way illegally induced to exercise that right; and the Court of Appeal (Lord Sterndale, M.R., and Warrington and Younger, L.JJ.) affirmed his decision.

VENDOR AND PURCHASER—CONDITIONS OF SALE—HONEST MISREPRESENTATION—POSSESSION—RIGHT TO RESCIND—COSTS.

Merrett v. Schuster (1920) 2 Ch. 240. This was an action by a purchaser for specific performance of a contract for the sale of land, the defence being that the contract had been re-