

the defendants induced persons who, to the knowledge of the defendants, had entered into contracts to supply the plaintiff with materials to break their contracts, and not to enter into further contracts with the plaintiff, by threatening that the workmen would be withdrawn from their employ if they refused. In consequence of the breach of contract, and the refusal of such persons to enter into further contracts with him, the plaintiff sustained damage. The action was tried by Collins, J., with a jury, who found a verdict for the plaintiff for £50 damages for the breach of contract, and £200 for damages sustained by the refusal of persons to make contracts with the plaintiff. The Court of Appeal were unanimously of opinion that the acts of the defendants rendered them liable in damages on both heads of complaint, and that the plaintiff was entitled to judgment for the damages awarded. This case is an instance of the kind of tyranny which, unrestrained by law, workmen are prone to exercise over their employers; and it is a fortunate thing that both the tyranny of employers and employed is, to some extent, amenable to law. It was argued, on the part of the defendants, that the action for inducing persons to break their contracts was confined to cases of master and servant, or cases where personal service is contracted for; but it was held that there was no such limitation, and that an action will lie for maliciously causing any lawful contract to be broken: and the maliciously conspiring to prevent persons trading with another to that other's prejudice is equally actionable.

LANDLORD AND TENANT—OVERHOLDING TENANT—PRESUMPTION OF TENANCY FROM YEAR TO YEAR.

In *Dougal v. McCarthy*, (1893) 1 Q.B. 736, the Court of Appeal (Lord Esher, M.R., and Lopes and Smith, L.JJ.) overruled the judgment of Hawkins, J., at the trial. The action was for rent. The plaintiff had let the demised premises to the defendants for a year certain, at a rent payable quarterly in advance. The term expired on the 1st February, 1892, but the defendants continued in possession. On the 25th February the plaintiff wrote to the defendants demanding payment of a quarter's rent. The defendants did not answer this letter, but remained in possession, and on 26th March they wrote to the plaintiff to the effect that they intended discontinuing possession, and they gave him notice that