

be the most profitable part of the trade, and in order to protect and further their trade, the plaintiffs made special agreements with factors for the sale of their goods, whereby the factors bound themselves not to sell to persons on what the plaintiffs called their "suspended list" nor to dealers who did not enter into an agreement not to sell below a specified price, nor to persons whose names were on the plaintiffs' "suspended list." The defendants were on this "suspended list," but in order to procure the plaintiff's goods, they induced a dealer named Ell, who had signed the above mentioned agreement, to sell goods purchased from the plaintiffs' factors in his own name, to the defendants' agent for less than the price specified in the agreement. Ell not knowing that the defendants were on the suspended list. The defendants also induced two other persons named Leach and Hughes, falsely to represent themselves as independent dealers, and as such to purchase, nominally for themselves, but really for the defendants, from the plaintiffs' factors goods of the plaintiff. The present action was brought to restrain both of these proceedings and for damages. Joyce, J., who tried the action dismissed it, holding that neither of the alleged grounds of complaint gave the plaintiffs any right of action. The Court of Appeal (Lord Alverstone, C.J., and Buckley and Kennedy, L.J.J.) although agreeing with Joyce, J., as to the Ell transaction, differed from him in regard to the Leach and Hughes transaction, and held that the defendants having induced those two persons to procure goods by means of misrepresentations were guilty of a fraud on the plaintiffs for which they were liable to an action, and the plaintiffs were entitled to an injunction restraining the defendants from inducing by means of fraudulent and improper means, the plaintiffs' factors from breaking their agreements with the plaintiff.

WILL.—CONSTRUCTION—GIFT OF RESIDUE TO A. AND "SIX CHILDREN NOW LIVING" OF C.—ALL BUT ONE OF A CLASS DEAD AT DATE OF WILL.—PRESUMPTION OF MISTAKE—REJECTION OF SPECIFIED NUMBER.

*In re Sharp, Maddison v. Gill* (1908) 1 Ch. 372. In this case a testator had given the residue of his estate to trustees upon trust for certain named persons and the six children of the late S. F. Okey in equal shares as tenants in common. By a codicil the testator stated that by the six children of the said S. F. Okey