

plaintiff, and the question was whether the plaintiff was entitled to sue alone, or whether it was incumbent on him to join as plaintiffs his co-tenants in common. This question the court answered in the affirmative. By the severance of the reversion, the court held that the covenants running with the land became several contracts with each of the tenants in common in whom the reversion had become vested.

PHARMACY ACT, 1868 (31 & 32 VICT., C. 121)—(R.S.O., C. 151, SS. 24, 27)—MEDICINE CONTAINING A SCHEDULED POISON—"PATENT MEDICINE," MEANING OF.

*Pharmaceutical Society v. Piper*, (1893) 1 Q.B. 686, was an action for selling an article containing a scheduled poison in breach of the Pharmacy Act (see R.S.O., c. 151, ss. 24, 27). The defendants were grocers, and had sold a bottle of proprietary medicine called Chlorodyne in the ordinary course of their business. The medicine contained a certain quantity of morphine, the active principle of opium, one of the poisons mentioned in the schedule to the Act, and it was held by Lawrance and Collins, JJ., that the sale was a breach of the Act, and subjected the defendants to the penalty thereby imposed. The court also decided that a "patent medicine" is one that is the subject of letters patent, and does not include merely proprietary medicines, which are not the subject of letters patent.

CONSPIRACY—MALICIOUSLY PROCURING BREACH OF CONTRACT, ACTION FOR—CONSPIRACY TO INJURE PERSON BY PREVENTING OTHERS DEALING WITH HIM—TRADES' UNION.

*Temperton v. Russell*, (1893) 1 Q.B. 715, which in a previous stage is noted *ante* p. 284, on a question of parties, is an important deliverance of the Court of Appeal (Lord Esher, M.R., and Smith and Lopes, L.JJ.) on the legal aspect of attempts on the part of trades' unions to coerce employers of labour to accede to their demands. The defendants were members of a joint committee of three trades' unions connected with the building trade. A firm of builders having refused to obey certain rules these unions had laid down, the defendants sought to compel them to do so by preventing the supply of building materials to them. The plaintiff had been accustomed to supply the firm in question with materials, and he was requested by the defendants to cease supplying them, which he refused to do. Thereupon, with the object of coercing the plaintiff to accede to their demand,