

but obtained and executed tailoring orders in Kidderminster. The County Court Judge, who tried the action, held that the covenant was wider than was reasonably necessary for the protection of the plaintiff's business, and that it was not severable, and he dismissed the action; but a Divisional Court (Bailhache and Sankey, JJ.) reversed his decision, being of the opinion that though the covenant was too wide it was nevertheless severable and confined to the trade or business of a tailor, it might be enforced, and an injunction was accordingly granted restricted to the tailoring trade. The observations of Lord Moulton in *Mason v. Provident Clothing & S. Co.* (1913), A.C. 724, 745, as to the non-severability of such covenants were considered but not concurred in.

LANDLORD AND TENANT—TENANCY DETERMINED BY NOTICE TO QUIT—SUBSEQUENT TENDER OF RENT—ACCEPTANCE BY LANDLORD OTHERWISE THAN AS RENT—WAIVER OF NOTICE.

*Hartell v. Blackler* (1920) 2 K.B. 161. This was an action by a landlord to recover possession from an alleged overholding tenant. The defendant had been served with notice to quit, but had refused to leave on the expiry of the notice but tendered to the landlord rent. This the plaintiff refused to accept it as rent, but retained the money for defendant's occupation of the premises, and insisted that he should go out. The County Court Judge held that the retention by the landlord of the amount tendered as rent operated as a waiver of the notice to quit and dismissed the action, and on appeal a Divisional Court (Bailhache and Sankey, JJ.) affirmed his decision considering the point conclusively settled by *Croft v. Lumley* (1855) 5 E. & B. 648, 680, where it was held by the House of Lords that a landlord in such circumstances could not retain money tendered as rent for any other purpose without waiving a notice to quit.

BUILDING CONTRACT—CONSTRUCTION—CERTIFICATE OF ARCHITECT—CONDITION PRECEDENT TO RIGHT OF ACTION—ARBITRATION CLAUSE.

*Eaglesham v. McMaster* (1920) 2 K.B. 169. This was an action on a building contract, which *inter alia* provided that "the certificate of the architect is a condition precedent to the contractor's right of action against the employer" and also that "the architect is to be sole arbitrator or umpire between the employer and the contractor, and is to determine any question, dispute, or difference that may arise either during the progress of the work, or in determining the value of any variation that may be made in the work contracted for, and the certificate of the architect's