cases it is possible to say that one party had the last chance of avoiding it, even if it were not a clear one. To refuse to apportion damages and make him fully liable would defeat the whole purpose of this Act, which was to substitute a commonsense approach in collision cases for the harshness of the doctrine of contributory negligence and the excessive refinements of the " last opportunity " rule used to mitigate it. The Court has pointed out the dual nature of the " last opportunity " rule; it has retained Dr. Jeckyl and removed Mr. Hyde.

P. A. WILSON.

TORT: INTERFERENCE WITH CONTRACT.

British Motor Trade Association v. Salvadori[1] raises again the questions of conspiracy and interference with contractual relations. The main function of the plaintiff association was to ensure that the list prices of cars were not inflated, and all British car manufacturers and their dealers were members of it. Every dealer who obtained a car for sale to the public was bound to sell it at the list price. In addition, all purchasers of new cars were required to enter into a deed of covenant with the association and the dealer supplying the car not to re-sell it for twelve months. The defendants were all members of the " Warren Street kerb market " and were either not members of the association or on its " stop-list." Their aim was to obtain new cars for re-sale at much increased prices. The method they used was described in this way: " The usual plan of operation is for one of the members or associates in this market to put up an ostensible purchaser to sign the covenant, providing him with enough notes to pay the list price for the car, reward himself handsomely, and, if necessary, grease a palm or two."[2]

The plaintiff sued *inter alia* for damages for conspiracy and procuring breaches of contract.

Roxburgh J. found that while the ostensible purchaser was really an agent of his principal, he executed the deed in his own name and without power of attorney, and so was alone liable on the covenant, and the principal procured a breach of covenant when he called upon him to hand over the car.

He approved of the view of the law taken by Lord Macnaghten in *Quinn v. Leathem* that a " violation of legal right committed knowingly is a cause of action, and that it is a violation of legal right to interfere with contractual relations recognized by law if there be no sufficient justification for the interference."[3] The defence had argued that the tort was *inducing* or *procuring* breach of contract, and that " it is no tort merely to make a price with a man who is offering a car for sale in breach of covenant, because a willing seller needs no inducement."[4] But

1. [1949] 1 All E.R.208; (1949) 65 T.L.R. 44.
2. [1949] 1 All E.R., at p. 210.
3. [1901] A.C. 495, at p. 510.
4. [1949] 1 All E.R., at p. 210.

Roxburgh J. rejected this argument, adopting the test of " interference." His Lordship said,[5] " Lord Macnaghten preferred the word ' interference ' for his statement of the doctrine, and this seems to me to predicate active association of some kind with the breach, but, in my judgment, any active step taken by a defendant, having knowledge of the covenant, by which he facilitates a breach of that covenant is enough."

On the question of damage (proof of which is necessary to maintain an action) it was held, following *Exchange Telegraph Co. v. Gregory & Co.*,[6] that it was sufficient to prove facts from which it might properly be inferred that damage must result to the plaintiff. The expense incurred in seeking proof of the defendants' activities was also held to be recoverable, although unable to be precisely quantified.

The question whether plaintiff could recover for both conspiracy and procurement was expressly left open.[7]

This case was decided mainly on the issue of interference with contractual relations. It laid down no new principle of law, and can only be regarded as a good illustration of principles more or less accepted. The still unsettled question of lawful justification does not seem to have been argued. Having committed the tort of procurement, it followed that, as the defendants had acted in concert, they also had committed the tort of conspiracy.

ROBERT HATCH.

5. [1949] 1 All E.R., at p. 211.
6. [1896] 1 Q.B. 147.
7. [1949) 65 T.L R., at p. 49.