

Wilkes v Spooner [1911]

There was a restrictive covenant agreement between two lessees who both had butcher shops on the same street. The agreement was breached when it passed from Spooner to his son, who started being a butcher even though he knew of the restrictive covenant. It was held that the covenant agreement covers only the first lessee and does not act for further lessee agreements.

Evidence

Spooner, the father, was a lessee of two shops (pork butchery and general butchery) with two different landlords. He then provided a lease for one of the shops to Wilkes. The restrictive part of the agreement stated that the new lessee should not carry on a business that might compete with the business of the first shop.

Problematics

When Spooner surrendered the lease of one of the shops and the landlord decided to grant it to Spooner's son, the latter breached the restrictive agreement of his father, as he did not receive a notice of such a restriction.

Resolution

According to the Court of Appeal, the restrictive covenant agreement was not applicable anymore once the lease was granted to another tenant, Spooner's son, even though the new tenant knew about the restrictive covenant of his father.

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