

RESTRAINT OF TRADE—AGREEMENT BY EMPLOYEE NOT TO BE ENGAGED IN ANY OTHER BUSINESS LIKE OR SIMILAR TO EMPLOYERS—AREA OF RESTRICTION—REASONABLENESS—INJUNCTION.

*Provident Clothing Co. v. Mason* (1913) 1 K.B. 65. The plaintiffs in this case claimed to restrain the defendant from committing a breach of an agreement not to enter into or be engaged in any other business like or similar to that of the plaintiffs, his employers, "within twenty-five miles of London," where the plaintiffs carried on business. The evidence showed that the area of restriction was not wider than was reasonably necessary for the plaintiffs' protection, and the Court of Appeal (Williams, Buckley, and Kennedy, L.JJ.) therefore held that the plaintiffs were entitled to an injunction restraining the defendant "from carrying on the same or a similar business to the plaintiffs, within 25 miles of London, where the plaintiffs carry on business, and reversed the decision to the contrary of the Divisional Court (Pickford and Avory, JJ.).

RAILWAY—CARRIAGE OF GOODS—DELIVERY OF GOODS DELAYED BY STRIKE—PERISHABLE GOODS—SALE OF PERISHABLE GOODS BY CARRIER, WHEN JUSTIFIED.

*Suris v. Midland Ry.* (1913) 1 K.B. 103. In this case the plaintiffs had delivered to the defendants for carriage a quantity of butter. Owing to a strike of the defendants' servants for which the defendants were not responsible, it became impossible to deliver the butter, which in consequence deteriorated, and the defendants thereupon sold it for the best price obtainable. The action was brought by the plaintiffs to recover the value of the butter. No time was specified in the contract of carriage for the delivery. The County Court Judge who tried the action held that, as the butter was not delivered at all, the onus was on the defendants to show that the delivery had been prevented by the act of God, or the King's enemies, or the inherent nature of the butter; and they failing to discharge that onus, he gave judgment for the plaintiffs for the amount claimed. The Divisional Court (Ridley, and Scrutton, JJ.), however, held that he was wrong, and that as no specific time had been named for delivery, it must be held that the goods were to be delivered within a reasonable time, and that in estimating what would be a reasonable time the fact of the strike must be taken into account, and therefore as to that point the defendants were entitled to succeed. The parties having agreed