

twenty-five miles of Potsd Jamerstrasse, Berlin, or St. Stefans Kirche, Vienna." Goldsoll had transferred his business to the Tecla Gem Co., and he and that company brought the action against Goldman and Sessel, a former manager of the Teresa Company, and S. Sessel & Co., a company under whose name Sessel and his wife had started a similar business to that of the plaintiffs in London, claiming an injunction against Goldman restraining breaches by him of his covenant, and restraining the other defendants from procuring and inducing such breaches. It appeared, as the Judge found, that the Sessel Co. had been promoted and assisted by Goldman, and that the business was really his. On the part of the defendants it was contended that the covenant was too wide in area, and extended to the dealing not only with imitation but also real jewellery, and was not necessary for the plaintiff's protection, and was therefore void. Neville, J., who tried the action, held that as regards the dealing in real jewellery the covenant was not too wide having regard to the nature of the plaintiff's business, and as regarded the question of area it was severable, and so far as it related to the United Kingdom and the Isle of Man it was not too wide, and he granted the injunction as to that area as prayed. With regard to damages, he held the evidence of damage to be of too general a character to enable him to estimate it properly, and he therefore gave only the nominal amount of £10 as against Sessel and Sessel & Co.

INSURANCE OF DEBENTURES—RE-INSURANCE—BANKRUPTCY OF INSURER—LIABILITY UNDER CONTRACT OF RE-INSURANCE.

*In re Law Guarantee T. & A. Society, —Liverpool Mortgage Insurance Co.'s Case* (1914) 2 Ch. 617. This was an appeal from the decision of Neville, J., (1913) 2 Ch. 604 (noted *ante* vol. 50, p. 61), the question in controversy being the measure of liability on a contract of re-insurance. The Law Guarantee T. & A. Society had guaranteed the payment of certain debentures. They re-insured two-elevenths of this risk with the Liverpool Mortgage Co. The Society became insolvent and went into liquidation, and a scheme was arranged whereby the claims of the debenture holders were compromised at 10s. in the pound. The liquidator claimed to recover the two-elevenths of the gross amount for which the Society was liable, and the Mortgage Co. contended, and Neville, J., so held, that it was only liable for two-elevenths of the amount payable under the arrangement made with the debenture holders. The Court of Appeal (Buckley, Kennedy and Scrutton, L.JJ.) dissent from that view. On behalf of the