

where the lunatic has been actually and properly maintained for the full period for which the allowance has been paid.

**RESTRAINT OF TRADE — SEVERABLE COVENANT — MASTER AND SERVANT — INJUNCTION.**

*Robinson v. Heuer* (1898) 2 Ch., 451, was an action to enforce by injunction a contract of hiring and service, in which the Court was somewhat embarrassed by the peculiar form of the agreement, and the course taken by the parties. The agreement was made between the plaintiffs and the defendant whereby the defendant was engaged as the confidential clerk of the plaintiffs for five years, from 1 January, 1895, the plaintiffs having the option to continue the engagement for another five years. The defendant covenanted that during the term he would devote his whole time and attention to the business of the plaintiffs and that he would not engage as principal or servant in any business relating to goods of any description made or sold by the plaintiffs, or in any other business whatever, on pain of dismissal, and he also covenanted that if dismissed he would not at any time within three years from his dismissal be engaged directly or indirectly as principal, agent or servant in the business of dealer of wares of the description made by the plaintiffs, within 150 miles of Wolverhampton. In 1898 the defendant left the service of the plaintiff and became a traveller for another firm carrying on the same business as the plaintiffs'. The plaintiffs claimed that the defendant had not been dismissed, and was still their servant, and brought an action for an injunction on that basis. North, J., who heard the motion for injunction, was of the opinion that the case was governed by *Ehrman v. Bartholomew* (1898) 1 Ch., 671, (noted ante vol. 34, p. 626) and refused the motion; but the Court of Appeal (Lindley, M.R., and Chitty and Collins, L.JJ.,) though conceding that the Court will never enforce by injunction an agreement by which one person undertakes to be the servant of another, yet held that the plaintiffs were entitled to an injunction to restrain the defendant from acting as the servant of another. Counsel for the plaintiffs undertaking not to exercise the option to continue the agreement for a further period of five years, the Court granted an injunction restraining the defendant during his engagement with the plaintiffs, from carrying on or being engaged in any trade or business or calling relating to goods of any description sold or manufactured by the plaintiffs, but omitting the words "or any other business."