

commencement of this article, the Master of the Rolls and Lord Justice Phillimore held that a restraint imposed upon an assistant microscopist in a pathological laboratory, preventing him during his life from engaging in similar work within a distance of ten miles from the plaintiff's laboratories in London, was in the circumstances of the case wider than was reasonably necessary for the plaintiff's protection, and was therefore void. The fact that it was a lifelong prohibition appears to have had weight with their Lordships. Lord Justice Swinfen Eady took a different view and considered the restraint reasonable.

One point suggested by their Lordships' judgments may be mentioned in conclusion. That is the severability of such contracts and covenants. The majority of the court apparently regretted that they could not find the restraint severable. This suggests the advisability, when the draftsman is instructed to impose as wide a restraint as possible, of drawing the restraint in such a way as to allow of its being severed, so as to avoid the risk of the Court holding the whole to be void. This might be done in various ways. One way would be to define alternative areas and alternative periods, varying, as regards the areas in extent, and, as regards the periods, in duration.—*Law Times*.

LOSS OF SOCIAL ENJOYMENT ARISING OUT OF BREACH OF CONTRACT AS SPECIAL DAMAGES IN CONTEMPLATION OF PARTIES.

The Supreme Court of Michigan held that where a lady purchased a ticket for an ocean voyage in a personally conducted tour and shipped her trunk to the pier in New York, fully apprising the carrier of her purpose, it became liable for failure to deliver the trunk in time, for the mental trouble over loss of social enjoyment she suffered on the trip.

The Court was equally divided on this question, and the judgment of the lower Court was affirmed: *McConnell v. Express Co.*, 146 N.W. 428.

The four members of the Court against affirmance thought that