

SHIPPING—REGISTERED SHIP—SALE OF SHIP—CONTRACT TO GIVE  
DELIVERY ORDER FOR SHIP—BILL OF SALE—MERCHANT SHIP-  
PING ACT, 1894 (57-58 VICT., c. 60), ss. 24, 530.

*Manchester Ship Canal Co. v. Horlock* (1914) 1 Ch. 453. The plaintiffs under the statutory powers of the Merchants Shipping Act, 1894, s. 530, had raised a vessel which had sunk in their canal and patched it up and thereupon sold it to the defendant. The contract contained the printed words "the seller will deliver to the purchaser a legal bill of sale of the vessel," but the words "legal bill of sale" had been struck out and the words "delivery order for" substituted. The defendant on coming to complete his contract claimed that notwithstanding the striking out of the words above mentioned, he was entitled to demand and receive a legal bill of sale in order to get himself registered as owner. The plaintiffs contended that in the circumstances the vessel must be regarded as a constructive total loss, that a new register should be opened, and the old register was in fact closed at the instigation of the company, and thereafter the plaintiffs offered the defendant a bill of sale which he refused to accept because the plaintiff had caused the register to be closed and he would be put to extra expense to open another. Eve, J., who tried the action, held that the defendant's claim was well founded, that the change in the wording of the contract did not exonerate the plaintiffs from giving a bill of sale as required by s. 24 of the Act. The action therefore failed.

RESTRAINT OF TRADE—CONTRACT OF SERVICE—AGREEMENT NOT  
TO ENGAGE IN SIMILAR WORK WITHIN TEN MILES—RESTRICT-  
TION FOR LIFE—REASONABLENESS OF RESTRICTION.

*Eastes v. Russ* (1914) 1 Ch. 468. This is another action to enforce a covenant by an employee not to engage in similar work to that of his employer within ten miles of the plaintiff's place of business. In 1912 the defendant's employment by the plaintiff ceased, and shortly afterwards the defendant set up a similar business, namely, that of bacteriological microscopist, within half a mile of the plaintiff. Sargant, J., who tried the action, construed the restriction to apply merely during the continuance of the employment, but the Court of Appeal (Cozens-Hardy, M.R., and Eady and Phillimore, L.JJ.) disagreed with him on that point and held that the restriction lasted during the whole of the defendant's life; but they also held that it was wider than was necessary for the plaintiff's reasonable protection, so that in the result the judgment of Sargant, J., was affirmed for other reasons than he gave.