or their servant. The plaintiff also was a servant of the defendants, and was an infant at the time of entering their service. The defendants set up as a defence to the action that, at the time of entering their service, the plaintiff had agreed, in consideration of getting the benefit of an assurance fund against accidents, of which one-half was contributed by the defendants, and the rest by the workmen in their employ, that he would exonerate the defendants from all liability for any injury the plaintiff might sustain while in their service. It was contended that this contract was void, as not being for the benefit of the infant; but the Court of Appeal (Lord Esher, M.R., and Kay and Smith, L.JJ.) affirmed the judgment of the County Court judge, that this contract was for the plaintiff's benefit, and was binding on him, in which respect the case differed from the recent case of *Flower* v. *London & North Western Ry. Co.*, (1894) 2 Q.B. 65 (*ante* p. 560).

INSURANCE—COLLISION—PROXIMATE CAUSE OF LOSS.

Reischer v. *Borwick*, (1894) 2 Q.B. 548; 9 R. Sept. 212, was an action on a marine policy of insurance, whereby a ship was insured against damage from collision with any object, but not against perils of the sea. The ship ran against a snag in the river, which caused a leak; the ship was anchored and the leak temporarily repaired, so that the ship was out of immediate danger. A tug was then sent to tow the ship to the nearest dock for repairs, but the effect of the motion of the ship through the water was to open the leak, and she began to sink, and was, in consequence, run aground and abandoned. The Court of Appeal (Lindley, Lopes, and Davey, L.JJ.) were of opinion that the collision was the proximate cause of the loss, and that it was covered by the policy, and the judgment of Kennedy, J., for the plaintiff was affirmed.

RESTRAINT OF TRADE—COVENANT—AGREEMENT BY VENDOR NOT TO "CARRY ON OR BE IN ANY WISE INTERESTED IN" ANY SIMILAR BUSINESS—HUSBAND AND WIFE—WIFE'S BUSINESS—INJUNCTION.

Smith v. *Hancock*, (1894) 2 Ch. 377; 7 R. June 80, which was an appeal from the decision of Kekewich, J., (1894) 1 Ch. 209 (see *ante* p. 209), in which the Court of Appeal (Lindley, Kay, and Smith, L.JJ.) affirmed the judgment appealed from; Kay, L.J., however, dissented. In the interest of fair dealing, the con-