REVIEW OF CURRENT ENGLISH CASES.

GAMING—CAUSE OF ACTION—MONEY LENT FOR GAMING IN FOREIGN COUNTRY.

In *Saxby* v. *Fulton* (1909) 2 K.B. 208 a great deal of learning is devoted to the simple question whether an action will lie in England to recover money lent for the purpose of gambling in a foreign country where gambling is not illegal. The Court of Appeal (Williams, Buckley and Kennedy, L.JJ.) came to the conclusion that on the authority of *Quarrier* v. *Colston* (1842) 1 Ph. 147, it may, and affirmed the decision of Bray, J., in favour of the plaintiff. The Court of Appeal distinguish the case from *Moules* v. *Owen* (1907), 1 K.B. 746 (noted ante, vol. 43, p. 446), on the ground that there a cheque was given, which was drawn on an English bank and payable in England, and the transaction thereby became governed by the law of England. The distinction appears to be somewhat finedrawn.

MASTER AND SERVANT—INFANT—RESTRAINT OF TRADE—SEVERABLE STIPULATIONS—CONTRACT FOR BENEFIT OF INFANT—INJUNCTION.

In *Bromley* v. *Smith* (1909) 235, the plaintiff claimed to enforce a contract made by an infant. The plaintiff was a baker, and employed the defendant to go round with bread, and, as a condition of receiving the defendant into his employment, he was required to enter into an agreement that he would not within three years after leaving the plaintiff's employment either as principal, servant or agent enter into the business of miller, baker, hay or straw merchant within ten miles of the plaintiff's place of business. The defendant having left the plaintiff's employment, within three years thereafter did enter into the business of a baker within the limit of ten miles, and the action was brought for an injunction to restrain him from continuing such business. On the part of the defendant it was contended that the agreement was more extensive than was necessary for the plaintiff's protection, as it extended to other businesses in which the plaintiff was not engaged, viz., that of hay and straw merchant, and being bad in part it was claimed that it was void altogether, but Channell, J., who tried the action was of the opinion that the stipulations were severable and that so far as it