

REVIEW OF CURRENT ENGLISH CASES.

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CONTRACT—ILLEGALITY—PUBLIC POLICY—ASSIGNMENTS OF
PRESENT AND FUTURE EARNINGS—COVENANT NOT TO
LEAVE EMPLOYMENT WITHOUT LEAVE OF ASSIGNEE.

Horwood v. Millar's Timber & Trading Co. (1916) 2 K.B.

44. It is satisfactory to know that not only is a slave free who breathes the air of England, but that it is also impossible even for a man validly to contract himself into a state of slavery. In this case a contract somewhat of that description was in question. One Bunyan was an employee of the defendant company and had become indebted to various persons, and by the contract in question the plaintiff agreed with Bunyan to pay these debts in consideration of Bunyan's assigning to the plaintiff all salary and wages or other moneys then and thereafter during the continuance of the security to become due to Bunyan, under his employment with the defendant company or any other employers, but subject to a proviso for redemption; and Bunyan thereby covenanted that he would repay the plaintiff by certain instalments and that during the continuance of this security he would not quit the defendants' or other of his employer's service without the consent in writing of the plaintiff, and that he would not attempt to borrow money, or part with, sell, or pledge his furniture, chattels, or effects, or obtain or endeavour to obtain credit, or suffer any one to pledge his credit, except his wife for necessities, or make himself or his property legally or morally responsible for any sum of money; and that he would not, without the plaintiff's consent, remove from his then dwelling house, or take any other dwelling house. The plaintiff brought his action for an account of moneys due to Bunyan as an employee of the defendant company and for payment thereof to him as assignee. The defendants contended that the agreement was void as being contrary to public policy as it deprived the assignor of the means of subsistence. The Judge of the County Court in which the action was brought upheld this contention and dismissed the action, and the Divisional Court (Lush and Sankey, JJ.) affirmed his decision, holding that the contract was entire and indivisible and bad as contrary to public policy in that it unduly and improperly fettered the assignor in the free disposal of his labour.