

REVIEW OF CURRENT ENGLISH CASES.

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PRIZE COURT—BRITISH SHIP—CARGO SHIPPED BEFORE WAR—PROPERTY NOT VESTED IN ENEMY BUYER.

The Miramichi (1915) P. 71. Two points were determined by Evans, P.P.D., in this case. First, that where goods were shipped by a neutral to an enemy buyer on a British ship before war declared, and the property in the goods had not passed to the buyer but remained in the neutral seller, such goods were not subject to seizure as a prize after hostilities commenced; and secondly, that the goods of an alien enemy on board of a British ship are seizable as a prize either on the sea or in port.

MINES—GRANT OF SURFACE—RESERVATION OF RIGHT TO WORK MINES AS IF GRANT OF SURFACE HAD NOT BEEN MADE—RIGHT OF GRANTOR TO LET DOWN SURFACE.

Beard v. Moira Colliery Co. (1915) 1 Ch. 257. One Gresley through whom the defendants claimed being the owner of mineral lands, granted the surface to one Harris, through whom the plaintiff claimed, reserving the minerals and full right to work the same "in as full and ample a way and manner as if these presents had not been made and executed." The present action was to restrain the defendants who claimed under Gresley from working the minerals so as to let down the surface and also for damages occasioned by their having done so. Eve, J., dismissed the action and the Court of Appeal (Lord Cozens-Hardy, M.R., and Kennedy, and Eady, L.J.J.) affirmed his decision, being of opinion that as Gresley would, before his grant to Harris, clearly have had a right to let down the surface, his grantees had the like right as that was a necessary implication from the terms of the reservation, and this notwithstanding the ordinary rule that where the right to the land and minerals are severed, the owner of the upper strata has a right to support by that beneath, as a natural incident of property: but that right as the Court held was defeated by the express terms of the reservation in question in this case.

RESTRAINT OF TRADE—COVENANT—SEVERABILITY OF COVENANT—REASONABLE PROTECTION OF COVENANTEE.

Goldsoll v. Goldman (1915) 1 Ch. 292. This was an action to enforce a covenant in restraint of trade entered into on the sale