

NEGLIGENCE—INJURY TO CONSTABLE IN SERVICE OF MUNICIPAL CORPORATION—ACTION BY CORPORATION AGAINST TORT-FEASOR—LOSS OF SERVICE—MEASURE OF DAMAGES—WAGES DURING INCAPACITY—PENSION.

*Bradford v. Webster* (1920) 2 K.B. 135. This was an action by a municipal corporation to recover damages for injury inflicted on a constable in the employment of the plaintiffs through the negligence of a servant of the defendant. By the contract between the plaintiff and the constable he was entitled to full pay during incapacity arising from injury in the course of his duty. By the Police Act, 1890, and regulations thereunder the constable would have been entitled to retire on an annual pension of £67 if he had been able to serve until 1926, but if at any time he was permanently injured in the execution of his duty, he was entitled to a special pension at a higher rate. Pensions were paid out of a fund, about one-third of which was provided by the plaintiffs, the rest of the fund being derived from other sources. In September, 1917, the constable in question while in discharge of his duty was injured by a steam waggon in charge of the defendants' employee. From the date of his injury until October, 1918, when it was first found that the constable was permanently incapacitated, he was paid full pay, amounting to £185.0.10; and as from the latter day he was awarded a special pension of £99 per annum. Lawrence, J., who tried the action, held that the plaintiffs were entitled to recover as damages the £185.0.10, so paid, and also a further sum in respect of the acceleration and increase of the pension, which he fixed at £150.

RESTRAINT OF TRADE—CONTRACT OF SERVICE—RESTRAINT TOO WIDE—SEVERABILITY.

*Atwood v. Lamont* (1920) 2 K.B. 146. This was an action to enforce a covenant in restraint of trade. The plaintiff carried on business at Kidderminster as a draper, tailor, and general outfitter. By a contract for the employment of the defendant by the plaintiff in his tailoring department, the defendant agreed that he would not any time thereafter "either on his own account, or on that of any wife of his, or in partnership with, or as assistant servant or agent to any other person or persons or company carry on or be in any way directly or indirectly concerned in any of the following trades or businesses that is to say, the trade or business of a tailor, dressmaker, general draper, milliner, hatter, haberdasher, gentlemen's, ladies' or children's outfitter at any place within the radius of 10 miles of Kidderminster." The defendant subsequently set up business as a tailor at Worcester outside the ten miles limit,