

the following circumstances. The plaintiff was employed by the defendant to find a tenant of a house at a rent of £120 a year, or a purchaser therefor at £2500. The plaintiff procured a tenant at £110 a year rent, and he was paid a commission. At the end of the term the tenant as a condition of continuing as tenant, required the defendant to build an addition to the house, which he refused to do, whereupon negotiations for sale took place between the defendant and the tenant, which resulted in the defendant selling the house to the tenant's wife for £1,900. The County Court Judge who tried the action held that, although the plaintiff introduced the property to the tenant and his wife, that introduction was not the effective cause of the subsequent sale and he gave judgment for the defendant which was affirmed by the Court of Appeal (Lord Reading, C.J., and Kennedy and Eady, L.JJ.)

INSURANCE (MARINE)—PASSAGE MONEY—LOSS — DISBURSEMENT  
FOR TRANSHIPMENT OF PASSENGERS—SUBSEQUENT EARNING OF  
OTHER PASSAGE MONEY—SALVAGE.

*New Zealand Shipping Co. v. Duke* (1914) 2 K.B. 682. This was an action on a policy insuring the plaintiffs against the loss of passage money of a specified amount to Australia and New Zealand, the policy being worded, "to cover any disbursements that may be made by the assured arising from accident or loss on account of passengers for conveyance to intended destination." The ship, having a number of emigrant passengers on board who had paid their passage, met with an accident, and in consequence the plaintiffs were put to expense in transferring the passengers to other ships, and paying their passage to their destination as provided by the Merchant Shipping Act, 1894. The plaintiffs' ship was repaired and subsequently proceeded on the voyage with a fresh lot of passengers. The plaintiffs claimed to recover under the policy the expenses incurred in transshipping and paying the passage of the first lot of passengers, and Pickford, J., who tried the action, held that they were entitled to recover and that the passage money of the second lot of passengers could not be regarded as salvage.

BANKRUPTCY — LIFE POLICY — PREMIUM PAID BY BANKRUPT —  
SECOND BANKRUPTCY—SALVAGE.

*In re Phillips* (1914) 2 K.B. 689, although a bankruptcy case is deserving of attention. A bankrupt before his discharge ef-