

INSURANCE—INDEMNITY—SUBROGATION—RIGHT OF INSURER TO BENEFIT OF CONTRACT ENTERED INTO BY ASSURED—LANDLORD AND TENANT.

West of England Fire Insurance Co. v. Isaacs, (1897) 1 Q.B. 226, is the decision of the Court of Appeal (Lord Esher, M.R., and Lopes and Rigby, L.J.J.), affirming the judgment of Collins, J., (1896) 2 Q.B. 377 (noted ante, vol. 32, p. 705). The facts of the case were stated very fully in our former note; it may suffice therefore to say that the principle is affirmed that an insurer is not only entitled to recover from the assured the value of any benefit which he has actually received from other persons by way of compensation for the loss insured against, but is also entitled to recover the full value of any rights or remedies of the assured against third parties which the assured has relinquished, and to which, but for such relinquishment, the insurer would be entitled to be subrogated. In the present case it may be remembered the claim which had been relinquished was a right which the insured had as a tenant to compel his landlord to expend insurance moneys received by him in the repair of the insured premises.

MASTER AND SERVANT—NEGLIGENCE OF SERVANT—LIABILITY OF MASTER—EFFECTIVE CAUSE OF DAMAGE.

Engleheart v. Farrant, (1897) 1 Q.B. 240, is an instance of the difficulties which beset the practitioner where he has to advise upon a case in which damages are claimed for an act of negligence. The facts of the case were simple. A servant was employed to drive a cart for the purpose of delivering parcels. He was accompanied on his rounds by a boy who was expressly forbidden to drive, and whose duty was from time to time to take the parcels from the cart to the houses for which they were intended. The driver left the cart and went into a house, and while he was absent the boy of his own motion drove the cart a short distance with the intention of turning it, and in doing so he came into collision with the plaintiff's carriage, and for the damages thus occasioned the action was brought against the master. The Court of Appeal (Lord Esher, M.R., and Lopes and Rigby,