

goods in a certain district and his remuneration was to be a commission of $7\frac{1}{2}$ per cent. on the net amount of trade. The agreement was terminable on six months' notice. On July 12, the defendant joined the Royal Flying Corps. Four days later he would have been compelled to join the forces by virtue of the Military Service Act. The plaintiff contended that his joining the forces did not put an end to his contract, but merely suspended it, and that he was entitled to a commission on accounts actually opened by him, even after he had ceased to work for the defendants, but a Divisional Court (Rowlatt and McCardie, JJ.), overruling a County Court Judge, held that the defendant's enlistment put an end to the contract, and that thereafter he ceased to be entitled to remuneration.

CHOSE IN ACTION—ASSIGNMENT—JUDGMENT FOR COSTS—ASSIGNMENT OF JUDGMENT FOR COSTS—COSTS TAXED, BUT NOT ENTERED ON RECORD—CONSIDERATION.

Hambleton v. Brown (1917) 2 K.B. 93. This was an action to recover costs in the following circumstances: One Hope recovered a judgment for possession of land and for costs. After the costs were taxed, but before the amount was entered on the record, Hope by deed, made without consideration, assigned the judgment to the plaintiff, and notice in writing of the assignment was given to the defendant. The defendant contended that until the costs were entered on the record the assignment only amounted to an assignment of a future debt, therefore that the assignment was not a legal assignment, but a mere equitable assignment, and as such void for want of consideration. It was also contended that the amount of the costs was not recoverable because at the time of trial the amount had not been entered on the record. But Atkin, J., overruled all these objections but directed, as a preliminary to the entry of judgment in the plaintiff's favour, that the amount of the costs should be entered on the record, which entry he held to be a mere ministerial act.

SHIP—ABANDONMENT OF SHIP AT SEA—SHIP AND CARGO—SUBSEQUENTLY SALVED—RIGHT TO FREIGHT.

Newsum v. Bradley (1917) 2 K.B. 112. The facts in this case were that a ship and cargo had been abandoned at sea, but were subsequently salved, and the simple question was; whether, in such circumstances, the shipowner was entitled to freight and Sankey, J., held that he was not.