and by the latter's directions were shipped to his principals in Jamaica, the agent being named as consignor, and the principals as consignees. After the ship had sailed the commission agent stopped payment, and the vendors, who had not been paid for the goods, claimed the right to stop them *in transitu;* but the Court of Appeal held that as regards the vendors the transit came to an end when the goods reached Southampton. The Court held that the order from the foreign principal to purchase the goods was a request that the agent should buy in his own name as principal and re-sell to the foreign principals at the same price as he had purchased, plus the commission agreed on, and therefore; that the commission agent was really the purchaser in the first place as principal and not as agent for the foreign principals. The case is noteworthy also for the opinion of Brett, M.R., on the value of the judgments of Wilde, C.J. Referring to a dictum of that learned judge in *Valpy* v. *Gibson*, 4 C. B. 837, he says, "It is true that this may be said to be only a dictum, because the learned Chief Justice afterwards gave another ground for his decision. But upon mercantile law a written judgment of Wilde, C.J., whether it is a dictum or decision, is as strong an authority as you can well have, and the passage which I have read has always been treated as such."

TENANT IN COMMON—LESSEE OF CO-TENANT'S SHARE—USE AND OCCUPATION—REPAIRS.

In *Leigh* v. *Dickeson*, 15 Q. B. D. 60, the Court of Appeal affirmed the judgment of Pollock, B., 12 Q. B. D. 194. One tenant in common had leased his share to his co-tenant. The lessee continued in sole occupation after the expiration of the lease; the lessor sued for use and occupation for the period of which exclusive possession was held subsequent to the lease, and the defendant counter-claimed for repairs; and it was held that the plaintiff was entitled to recover, as the defendant's exclusive occupation subsequent to the lease was as tenant at sufferance under the terms of the expired lease; but that the defendant was not entitled to recover for repairs which were of an ordinary character, and such as he was not bound to make.

BREACH OF CONTRACT—SALE OF GOODS TO FULFIL A CONTRACT BY VENDEE—MEASURE OF DAMAGES.

The case of *Grébert-Borgnis* v. *Nugent*, 15 Q. B. D. 85, may be read in connection with the recently reported case of *Corbet* v. *Johnson*, 10 App. R. 564, as a somewhat similar question was involved in both cases. In the former case the defendants contracted to deliver certain goods by instalments at certain times; when the contract was made the defendants knew that the goods were required by the plaintiff to enable him to fulfil a similar contract, except as to price, which the plaintiff had made with a third party. The defendants broke their contract, and the plaintiff was consequently unable to fulfil his contract with his vendee, who recovered judgment against him in a French Court for £28. The question in controversy was, what was the proper measure of damages; and the Court held that the defendants were liable, not only for the profit the plaintiff could have made had he been able to carry out the sale to his vendee, but also for the damages which the plaintiff had become liable for, for the breach of the contract with his vendee; and in computing these latter damages, the £28 which the French Court had awarded might be allowed as reasonable, although the amount so awarded was not as a matter of law necessarily the amount recoverable. The gist of the decision is thus stated by the learned Master of the Rolls: "Where a plaintiff under such circumstances as the present is seeking to recover for some liability which he has incurred under a contract made by him