

SALE OF GOODS—C.I.F. CONTRACT—PAYMENT ON PRODUCTION OF SHIPPING DOCUMENTS—LOSS OF GOODS BEFORE TENDER OF DOCUMENTS—KNOWLEDGE OF VENDORS—POLICY OF INSURANCE COVERING OTHER GOODS—VALIDITY OF TENDER—NON-COMPLIANCE WITH TERMS OF CONTRACT.

*Manbre Saccharine Co. v. Corn Products Co.* (1919) 1 K.B. 198. This was an action to recover damages for the breach of two c.i.f. contracts for the sale of goods, in which some nice points of law are discussed: (1) Can a buyer under a c.i.f. contract refuse to pay the contract price on tender of the necessary documents, because, prior to the tender, the goods have been lost to the knowledge of the vendor? McArdie, J., who tried the action, answers this question in the negative and holds that a contract of that description is virtually a contract to pay on tender of the documents. (2) It then became necessary to decide whether the tender of documents which had been made was sufficient: and as it appeared that the insurance effected by the seller did not cover solely the goods in question but also other goods in which the buyers were not interested, the learned Judge held that this was not a sufficient compliance with the contract. (3) There was still a further point, the contract was for starch in 280 lbs. bags. The goods shipped were in 220 lbs. and 140 lbs. bags; and it was held that this also was not a compliance with the contract. Judgment was therefore given in favour of the plaintiffs.

MASTER AND SERVANT—CONTRACT OF SERVICE—SERVANT AUTHORIZED TO RECEIVE "TIPS"—WRONGFUL DISMISSAL—MEASURE OF DAMAGES.

*Manubens v. Leon* (1919) 1 K.B. 208. This was an action by a servant to recover damages for a wrongful dismissal. By the terms of the contract the plaintiff was to receive 30s. per week wages and to be authorized also to receive "tips" from plaintiff's customers, which had amounted to 30s. per week. The plaintiff was wrongfully dismissed. The defendant paid into Court a week's wages in lieu of notice, but the plaintiff also claimed an allowance in respect of the loss of "tips." This the County Court Judge disallowed, but a Divisional Court (Lush and Bailhache, JJ.) held that the plaintiff was entitled to an additional 5s. in respect of the loss of "tips."