

PRINCIPAL AND AGENT—SALE OF GOODS—DEL CREDERE COMMISSION—NON-PERFORMANCE OF CONTRACT BY BUYER—SOLVENCY OF BUYER—LIABILITY OF BROKER.

*Gal-iel v. Churchill* (1914) 3 K.B. 1272. This was an appeal from the decision of Pickford, J. (1914) 1 K.B. 449 (noted *ante* vol. 50, p. 261). It may be remembered that the point involved is the nature and extent of the liability of agents selling on a *del credere* commission. The buyers were perfectly solvent, but a dispute arose between them and the sellers as to the performance of the contract by the sellers, and the buyers refused to pay the balance claimed, whereupon the sellers brought the present action against the agents, claiming that in default of payment by the buyers the agents were liable as principals. Pickford, J., decided that the defendants were only liable for any ascertained debt due in respect of the goods sold on default of payment by the buyers, and that in the present case the debt had not yet been ascertained. The Court of Appeal (Buckley, Kennedy and Phillimore, L.JJ.) affirmed his decision.

CRIMINAL LAW—BRIBERY—CONSPIRACY—PUBLIC OFFICER—COLONEL OF REGIMENT ACCEPTING BRIBES FROM CATERERS FOR CANTEEN.

*The King v. Whitaker* (1914) 3 K.B. 1283 is a kind of case which happily does not often occur, it being a prosecution against a colonel of a regiment for accepting bribes from a mercantile firm competing for the custom of the regimental canteen. The accused was found guilty. The evidence shewed that he had received cheques from time to time for shewing favours to a mercantile firm who competed for the right to supply the regimental canteen of his own regiment, and also for recommending that firm to other regiments. The defendant appealed from the conviction, but the Court of Criminal Appeal (Lawrence, Lush and Atkin, JJ.) held that he had been rightly convicted; that the offence was a misdemeanour at common law for a ministerial public officer, which the defendant was held to be, to receive, or conspire with others that he should receive, bribes to influence him in the discharge of his public duty. The appeal was therefore dismissed.

VENDOR AND PURCHASER—BUILDING SCHEME—RESTRICTIVE COVENANT—CONSTRUCTION—POWER TO "VENDOR" TO VARY—SUBSEQUENT SALES SUBJECT TO STIPULATIONS IN ORIGINAL DEED—"VENDOR"—RELEASE OF STIPULATIONS BY ORIGINAL VENDOR.

*Mayner v. Payne* (1914) 2 Ch. 555. A somewhat novel point