

REVIEW OF CURRENT ENGLISH CASES.

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HUSBAND AND WIFE—GOODS SUPPLIED ON ORDER OF WIFE—
ACTION AGAINST HUSBAND AND WIFE JOINTLY—LEAVE TO
SIGN JUDGMENT ON SPECIALLY INDORSED WRIT AGAINST BOTH
DEFENDANTS—APPEAL BY HUSBAND—JUDGMENT AGAINST
HUSBAND SET ASIDE—NO JOINT LIABILITY ESTABLISHED—
PRINCIPAL AND AGENT—ELECTION.

Moore v. Flanagan (1920) 1 K.B. 919. This was an action by a milliner against husband and wife to recover the price of goods supplied on the order of the wife. The writ was specially indorsed claiming that defendants were jointly liable. The plaintiff obtained leave to sign judgment against both defendants and signed judgment accordingly. The husband appealed and the judgment was set aside as against him, and he obtained leave to defend. On the trial the plaintiff failed to prove any joint liability, but Lush, J., gave judgment for the plaintiff against the husband. The husband appealed and the Court of Appeal (Bankes, Scrutton, and Atkin, L.JJ.) held that the plaintiff's remedy against the parties was alternative and not joint, and, having obtained judgment against the wife who, on the facts proved, was merely the agent of the husband, she was not entitled to judgment also against the principal. The appeal was therefore allowed and the action dismissed as against the husband. Atkin, L.J., however, felt some misgiving as to the justice of the decision. Scrutton, L.J., suggests that if the plaintiff did not wish to elect to take judgment against the wife so as to release the husband, she might, on the husband's application to set aside the judgment, have notified the wife and had the whole order re-opened.

SALE OF GOODS—C.I.F. CONTRACT—PAYMENT ON TENDER OF
SHIPPING DOCUMENTS—POLICY OF INSURANCE—BROKER'S
CERTIFICATE OF INSURANCE—SUFFICIENCY OF TENDER.

Wilson v. Belgian Grain and Produce Co. (1920), 2 K.B. 1. The simple point involved in this case was whether under a c.i.f. contract it is a sufficient tender of shipping documents, to tender, instead of a policy of insurance, a broker's certificate that insurance has been effected, indorsed to the buyer. Bailhache, J., held that it was not as the remedy if any of the buyers on such a certificate would be quite different to that under a policy. Witnesses were called by the sellers who proved that it is a common practice