

REVIEW OF CURRENT ENGLISH CASES.

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

Gabriel v. Churchill (1914) 1 K.B. 449. In this case the plaintiffs had sold goods through the defendants, who were paid a *del credere* commission. The buyers were perfectly solvent, but a dispute arose between them and the plaintiffs as to the performance of the contract and they refused to pay the balance claimed by the plaintiffs to be due by them. Thereupon, the plaintiffs commenced the present action against the agents, claiming that in default of payment by the buyers they were liable as principals. The plaintiffs relied on certain dicta of Lord Mansfield in *Grove v. Dubois*, 1 T.R. 112 at p. 115, and of Mellish, L. J., in *Ex parte White* (1871) L.R. 6, Ch. 397 at p. 403, but Pickford, J., came to the conclusion that they did not correctly state the law as to the liability incurred by a *del credere* agent; and, without deciding whether that liability was confined solely to the question of the solvency of the buyer, he held that it did not, at all events, make him liable as a principal, but that his liability does not extend further than this, that where there is an ascertained amount or certain sum due as a debt from the buyer to the seller which the buyer fails to pay either through insolvency or some other cause, that there the agent is responsible for the default. In the present case no debt was really ascertained to be due and owing, by reason of the unsettled dispute between the buyer and the sellers as to an alleged breach of the contract, and the action therefore was dismissed.

MERCHANT SHIPPING—PERSUADING SEAMAN TO DESERT—ARTICLES
NOT SIGNED—MERCHANT SHIPPING ACT, 1894 (57-58 VICT.
c. 60), ss. 113, 236.

Vickerson v. Crowe (1914) 1 K.B. 462. This was a case stated by a magistrate. The defendant was charged with persuading a seaman to desert his ship. The Merchant Shipping Act, 1894 (57-58 Vict. c. 60, s. 113) requires the master of a ship, except as therein mentioned, to enter into an agreement with every seaman whom he carries to sea as one of his crew from any port of the United Kingdom, which is to be in the form approved by the Board of Trade and is to be dated and signed as therein directed. Section 236 of the Act provides that a person persuading or attempting to persuade a seaman to neglect or refuse to join or pro-