

they had been seized, or specifically interfered with by the German authorities, or that they had not remained in the possession of the consignees. Part of them had been placed by the consignees, with the consent of the plaintiff, in the custody of a bank for safe keeping, and there was no evidence that the remainder were not still in the possession of the consignees. The Court of Appeal (Eady, and Bankes, L.JJ.), held that the policy was on goods, and not on an adventure, and that the evidence did not establish a loss under the policy, and the judgment of Rowlatt, J., was therefore reversed.

PRINCIPAL AND AGENT—REMUNERATION—COMMISSION ON NET ANNUAL PROFITS—EXCESS PROFITS DUTY.

*Thomas v. Hamlyn* (1917) 1 K.B. 527. This was an action by the plaintiff as manager of defendant's business to recover his remuneration therefor, which it was agreed should be fifteen per cent. of the net annual profits thereof, and the sole question at issue was whether in estimating such profits the defendants were entitled first to deduct from the profits the excess profits tax imposed by statute. Rowlatt, J., who tried the action, held that the defendants were not entitled to make the deduction claimed.

PRINCIPAL AND AGENT—DAMAGE OCCASIONED BY UNTRUE STATEMENT OF AGENT TO PRINCIPAL—MEASURE OF DAMAGES.

*Johnston v. Braham* (1917) 1 K.B. 586. This was an appeal from the judgment of a Divisional Court (1916) 2 K.B. 529 (noted ante vol. 52, p. 432). The action was brought by a principal against her agent for damages occasioned by the plaintiff being induced to enter into a contract with third parties by the false representations of the agent. The Court of Appeal (Eady, Bankes, and Scrutton, L.JJ.), held that there was evidence on which the Judge at the trial could properly award the plaintiff the sum of £20 for her loss of time in addition to the actual outlay incurred by her, and dismissed the appeal.

MASTER AND SERVANT—RAILWAY COMPANY—LIABILITY FOR ACTS OF SERVANT—IMPLIED AUTHORITY—SLANDER—ARREST OF PASSENGER.

*Ormiston v. Great Western Ry.* (1917) 1 K.B. 598. The plaintiff was the holder of a first-class season ticket entitling