

REVIEW OF CURRENT ENGLISH CASES.

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ALIEN ENEMY—OUTBREAK OF WAR—PARTNERSHIP—DISSOLUTION.

Stevenson v. Aktiengesellschaft &c. (1917) 1 K.B. 842. This was an appeal from the decision of Atkin, J. (1916) 1 K.B. 763 (noted ante vol. 52, p. 222). The plaintiffs, and defendants, a German firm, were, prior to the outbreak of the war, carrying on business in partnership in England, and the action was brought by the plaintiffs claiming a declaration that, by reason of the war, the partnership was dissolved, and that the defendants were only entitled to such sum as might be found due to them on the date of dissolution, and that defendants were not entitled to any profits made after the declaration of war. Bray, J., held that the partnership was dissolved as of the date of the outbreak of the war, and that the provisions of the Partnership Act of 1890 were not applicable, but that the defendants were entitled to the value of their share in the partnership, including the goodwill, at the date of the dissolution, and to be paid that amount when payment became legally possible, but were not entitled to any share of profits made after the commencement of the war. The Court of Appeal (Eady & Bankes, L.JJ., and Lawrence, J.) agreed with Atkin, J., that the partnership became dissolved by the outbreak of the war, but held that the provisions of the Partnership Act as to the winding-up of a partnership were applicable in such a case and that the English partner was not entitled to purchase the enemy partner's share, or to take it himself upon paying its value, and that the enemy partner was entitled to a share of the profits made out of the partnership assets after the dissolution. Lawrence, J., however dissented on the latter point, and considered that the enemy partner was not entitled to any share of the profits accruing after the partnership had become illegal.

INSURANCE (MARINE)—VESSEL TORPEDOED—SUBSEQUENT LOSS THROUGH SINKING AT DOCK—PROXIMATE CAUSE OF LOSS.

Leyland Shipping Co. v. Norwich Union F. I. Co. (1917) 1 K.B. 873. In this case the Court of Appeal (Eady, Bankes and Scrutton, L.JJ.), affirming Rowlatt, J., held that where a vessel was torpedoed by a German submarine and damaged, but was towed into a port, and subsequently sank owing to the damage received,