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

Johnston v. *Braham* (1916) 2 K.B. 529. This was an action by a principal against her agents to recover damages occasioned by the plaintiff being induced to enter into a contract owing to the false representations of the agents. The defendants acted as the plaintiff's agent in the leasing of a theatre for a week, under the contract which was made with the Suitu Company Ltd., she was to be entitled to 60 per cent. of the gross takings for the week commencing November 29, 1915, she undertaking to pay the salaries of certain artists amounting to £60 for the week. The plaintiff was induced to enter into the contract on the defendants' representations that the gross takings at the theatre were £250 a week. It did not appear that this representation had been made fraudulently, but it was made without reasonable and sufficient inquiry. The plaintiff found that the total takings for the week were only £68 11s. 7d., and she incurred £35 13s. 0d. expenses for her company; she claimed to recover that sum, together with £38 for the estimated profit she would have made, had the representations been true. The County Court Judge who tried the action gave her judgment for the £35 13s. 0d. plus £20 for loss of time, in all £55 13s. 0d. On appeal by the defendants it was held by the Divisional Court (Rowlatt & Sankey, JJ.) that though the £20 would not be recoverable as for loss of estimated profits, it would be properly recoverable as a compensation for loss of time, and the appeal was dismissed.

SHIP — CHARTERPARTY — VOYAGE INVOLVING "SEIZURE OR CAPTURE"—RISK OF BEING ATTACKED BY SUBMARINE.

Re Tonnevold & Finn Friis (1916) 2 K.B. 551. This was a case stated by an arbitrator on the construction of a charterparty which provided that "no voyage be undertaken and no documents, goods, or persons shipped that would involve risk of seizure, repatriation, or penalty by rulers or governments." The charterparty was made in 1912 and, of course, not in contemplation of the present war, and the question arose whether the risk which the vessel might incur of being sunk by a German submarine, was within the terms of the above mentioned provision. It was argued that to be sunk was neither "seizure nor capture;" but the arbitrator was of the opinion that the risk of being sunk by a submarine was within the meaning of the words used, and Scrutton, J., agreed with him. As the learned judge puts it, it would be putting too fine and technical a meaning on the words,