

a Prize Court in Germany can "hack its way through" *bonâ fide* commercial transactions when dealing with foodstuffs carried by neutral vessels.

MASTER AND SERVANT—CONTRACT OF SERVICE—NOTICE OF BREACH OF CONTRACT TO SUBSEQUENT EMPLOYER—CONTINUATION OF SERVICE AFTER NOTICE OF BREACH OF PRIOR CONTRACT—LIABILITY OF SUBSEQUENT EMPLOYER.

*Wilkins v. Weaver* (1915) 2 Ch. 322. This was an action brought by a company against Weaver, who had been a servant of the plaintiffs, and had committed a breach of his contract with the plaintiffs, and the defendant company, who had continued Weaver in their employment after notice of his having committed a breach of his contract with the plaintiffs. Joyce, J., who tried the action, found that the defendant Weaver had committed a breach of his contract with the plaintiffs, and that the defendant company had continued him in their employment after notice of such breach, and he declared that both Weaver and the defendant company were liable to the plaintiffs for the damages they had thereby sustained, following *De Francisco v. Barnum*, 63 L.T. 514.

MONEY LENDER—TRANSACTION HARSH AND UNREASONABLE—EXCESSIVE INTEREST—COMPOUND INTEREST—PAYMENT BY INSTALLMENTS—DEFAULT CLAUSE—MONEY LENDERS ACT, 1900 (63-64 VICT. c. 51) s. 1—(R.S.O. c. 175, s. 4).

*Halsey v. Wolfe* (1915) 2 Ch. 330. This was an action to reopen a money lending transaction as being harsh and unreasonable under the Money Lenders Act, 1900. (see R.S.O. c. 175, s. 1). The defendant (a money lender) had on four occasions advanced money to the plaintiff (a tradesman), upon what the defendant himself described as a fair average risk. The first advance was £100 at what amounted to 72 per cent., and the second advance was £50 at what amounted to 120 per cent., and the other advances were made at equally extortionate rates. The advances were repayable by instalments, secured by promissory notes, which were subject to a proviso that, if default were made in any of them, all should become due. After six instalments were paid, the action to reopen the transaction was commenced. Joyce, J., held that, in the circumstances of the case, the charges made by the defendant were exorbitant and excessive; and that the whole course of dealing with the plaintiff in respect