

CRIMINAL LAW—ATTEMPT TO OBTAIN MONEY BY FALSE PRETENCES
—WHAT ACTS NECESSARY TO CONSTITUTE ATTEMPT.

The King v. Robinson (1915) 2 K.B. 342. This was a prosecution for attempting to obtain money by false pretences. The facts were that the accused insured his stock-in-trade against burglary. He subsequently pretended to the police that his premises had been entered, that he had been bound and gagged, and his safe broken open and its contents taken by burglars. This was proved to be false and was the pretence relied on. The accused had made no claim on the policy. He was convicted, but the Court of Criminal Appeal (Lord Reading, C.J., and Bray and Lush, JJ.) quashed the conviction, holding that on these facts the defendant could not be convicted of an attempt to obtain money from the insurers by false pretences.

RAILWAY COMPANY—CARRIAGE OF GOODS—OWNER'S RISK—
CHANGE IN TRANSIT OF MODE OF CARRIAGE—DELAY—LIA-
BILITY OF CARRIER.

Guyon v. South Eastern and Chatham Ry. (1915) 2 K.B. 370. This was an action for damages occasioned by delay in delivering goods. The goods in question were consigned by passenger train at a special rate and subject to a condition that they should be at the owner's risk, except occasioned by wilful misconduct of defendants' servants. Owing to some mistake on the part of the defendants, the goods were transferred from a passenger to a goods train, in consequence of which the delivery of them was delayed, and they deteriorated in quality and the plaintiffs suffered loss. The defendants relied on the conditions, and the County Court Judge who tried the action gave judgment for the defendants; but the Divisional Court (Lawrence and Sankey, JJ.) reversed his decision, holding that, as the defendants had changed the mode of transit, they had themselves broken the contract and were not entitled to rely on the conditions, but were subject to the usual common law liability, and judgment was given in favour of the plaintiff.

SALE OF GOODS—C.I.F. CONTRACT—PAYMENT ON TENDER OF
SHIPPING DOCUMENTS—OUTBREAK OF WAR BEFORE TENDER—
EFFECT OF WAR ON CONTRACT.

Karberg & Co. v. Blythe (1915) 2 K.B. 379. In this case two contracts were in question, for the sale of beans to be shipped from Chinese ports to Naples and Rotterdam respectively, and each contained a provision for payment of contract price in cash