

the plaintiffs' steamer *Cynthia* should be "at the disposal" of the defendant on June 28, to take passengers to Herne Bay "for the purpose of seeing the naval review," announced to take place on that day, "and for a day's cruise round the fleet, and also on June 29 for similar purposes: price £250, payable £50 down and balance when ship leaves Herne Bay." The £50 was paid when the agreement was signed. On June 25 the review was cancelled, whereupon the plaintiff telegraphed to the defendant for instructions, stating that the ship was ready, and requesting payment of the balance. Receiving no reply the plaintiffs used the ship on 28th and 29th June for their own purposes, and made a profit. On June 29 the defendant repudiated the contract in toto. The fleet remained anchored at Spithead for the two days. The action was brought to recover £200 less the profits realized from the use of the vessel on June 28 and 29. Grantham, J., who tried the action dismissed it; but the Court of Appeal (Williams, Romer and Stirling, L.JJ.) reversed his decision, because it appeared by the contract that the defendant had two objects in view. (1) to take people to see the review and (2) to take them round the fleet: that though the first object was frustrated, the second could have been carried out, and, therefore, the review not being the sole basis of the contract there was not a total factor of consideration, and the case did not come within *Taylor v. Caldwell*, 3 B. & S. 826. The defendant set up that the vessel had not been placed at his disposal on the days named, but the Court of Appeal held that before the time came for performance the defendant had repudiated his obligations under the contract and therefore the plaintiffs properly employed the vessel in her usual daily services.

CONTRACT—HAPPENING OF EXPECTED EVENT—BASIS OF CONTRACT—IMPLIED CONDITION.

In *Krell v. Henry* (1903), 2 K.B. 740, the defendant agreed to hire from the plaintiff a flat in Pall Mall for June 26 and 27, on which days it had been announced that the coronation processions would pass along that street. The contract contained no express reference to the processions or to any purpose for which the flat was hired, but the Court found that from necessary inferences drawn from the surrounding circumstances it was regarded by both contracting parties that the taking place of the procession on the days named was the foundation of the contract. A deposit