

defendants refused to give delivery of the 2640 bags to the plaintiffs. Pickford, J., who tried the action, held that the delivery order was a document of title which had been transferred by the defendants to Finkler within the meaning of s. 10 of the Factors' Act, 1889 (see R.S.O. c. 137, s. 3), and s. 477, the Sale of Goods Act, 1893, and having been transferred by Finkler to the plaintiffs who took it in good faith and for value, the defendants' lien as unpaid vendors was defeated, notwithstanding the order did not relate to specific goods.

CHARTER PARTY—REFUSAL OF CHARTERERS TO PERFORM CONTRACT—RESTRAINT OF SERVICES—INABILITY OF SHIPOWNER TO CARRY CARGO TO ITS DESTINATION.

*Embiricos v. Reid* (1914), 3 K.B. 45. This was an action for breach of contract of charter party. The defendants chartered plaintiffs' vessel, a Greek ship, to proceed to the Sea of Azoff, there load a cargo of grain and carry it to a port in Great Britain. The charter party contained an exception of restraint of services. The ship arrived at the loading port on October 1, 1912, and commenced to load on the following day. After a small portion of the cargo had been loaded the defendants stopped further loading on learning that the Turkish authorities were then seizing and detaining Greek ships arriving at the Dardanelles. War between Greece and Turkey was declared on October 18, 1912, and was not concluded till September, 1913. The lay days under the charter party expired on October 22, 1912; and on October 21 the defendants cancelled the charter party on the ground that the war had brought the venture to an end; but the plaintiffs refused to accept the cancellation. Scrutton, J., who tried the action, held that the facts afforded a sufficient justification for the defendants' refusal to carry out the charter party, notwithstanding that they had begun to perform the contract. The action therefore failed.

SHIP—CHARTER PARTY—DEMURRAGE—PERIOD OF DEMURRAGE NOT SPECIFIED—DETENTION OF SHIP BEYOND REASONABLE TIME—DAMAGES—POINT OF LAW—FACTS IN DISPUTE.

*Western Steamship Co. v. Amaral & Co.* (1914), 3 K.B. 55. In this case, which was an action for demurrage, an order had been made to set down the case to be heard on a point of law relating to the construction of the charter party raised by the pleadings. The point was accordingly argued and decided by Bray, J. (1913), 3 K.B. 366 (noted ante. vol. 49, p. 663) in favour of the defen-