

for the general merchandise loaded, and with this conclusion the Court of Appeal (Bankes, Scrutton and Atkin, L.J.J.) agreed.

CONTRACT—SALE OF GOODS—DELIVERY “PREVENTED OR HINDERED” BY WAR—DIFFICULTY OF SHIPPING—FORCE MAJEURE—RIGHT OF SELLERS TO SUSPEND DELIVERY.

*Dixon v. Henderson* (1919) 2 K.B. 778. This was an action by buyers of goods to recover damages for breach of contract against the sellers in the following circumstances. The contract in question was made in 1911 for the sale of wood pulp to be delivered in quantities of 5,000 tons a year extending to 1917, but the contract was subject to a provision under the head of “Force Majeure,” that delivery under the contract might be suspended pending any contingency beyond the control of the parties “which prevents or hinders . . . delivery . . . namely, Act of God, War,” etc. The sellers made deliveries until the commencement of the war, when considerable difficulty arose in carrying out the contract. British ships were no longer available for the trade, although foreign shipping could be obtained at increased freights. Admiralty regulations lengthened the voyage, and there was liability to capture by the enemy, and danger of loss through mines or submarines, and delay through detention of Allied warships. Notwithstanding these facts on a case stated by arbitrators Bailhache, J., found, contrary to the opinion of the arbitrators, that the sellers were liable; but the Court of Appeal (Eady, M.R., Bankes, L.J., and Eve, J.) reversed his judgment, holding that the sellers, though not prevented, were “hindered” by reason of the war from carrying out their contract within the “Force Majeure” clause and were therefore entitled to suspend delivery as they had done.

PRIZE COURT—CONTRABAND—MISDESCRIPTION OF CARGO—FALSE PAPERS—VESSEL UNDER CHARTER—SHIPOWNERS’ ABSENCE OF KNOWLEDGE.

*The Ran* (1919) P. 317. This was an action to condemn a vessel on the ground that she was carrying contraband and sailing with “false papers.” She was under charter to an American firm and was carrying when captured a cargo including some aluminum and a small quantity of rubber which was manifested as “gum.” The aluminum and rubber were seized and condemned as contraband destined for Germany. The vessel was a Norwegian vessel. It was not shewn that the master or the shipowners had any knowledge of the misdescription, or were