

by the defendant to carry out the engagement.

Principles of recent War Cases

A further case where an implied term was read into the contract may be found in *Berthoud v. Schweder & Co.* [1915, 31 T.L.R. 404.] The case is cited below (see p. 169).

(A) Recent Cases Where Performance was held to be Excused

It remains now, having dealt with the principles of law as laid down in the earlier decisions, the "Coronation cases" and the present-day war decisions, to follow the order of arrangement of this work, and group together the recent cases, under alphabetical order according to the nature of the contract, showing (A) where performance has been excused and (B) where it has been exacted. Taking these sub-divisions in order the cases fall as under :—

In *Lee & Sons, Ltd., v. Direction Banker and Der Disconto Gesellschaft* [1915, 114 L.T. 332] the plaintiffs on 29th July 1914 requested the defendants in Berlin, with whom they had an account, to remit £4,000 to London out of the credit balance in their account. The bank failed to remit, alleging that there was no official quotation for exchange on that or subsequent days, and that drafts on London could not be procured to effect the remittance.

In the absence of evidence from Berlin, which was unprocurable, that the bank acted on instructions from the German Govern-