tiff and defendant. The plaintiff, with a view to carrying out his part of the contract, expended much time and trouble and incurred liabilities in making arrangements for billiard matches. Disputes having arisen as to the kind of balls to be used the defendant repudiated the contract. The action was tried by Lord Alverstone, C.J., who gave judgment for the plaintiff for £1,500; and the Court of Appeal (Cozens-Hardy, M.R., and Farwell and Hamilton, L.JJ.) affirmed his decision. The Court of Appeal being of the opinion that the contract, having regard to the position of the parties, was a contract for necessaries.—Education in the art of billiard playing as a means of earning a living, coming, as the court held, within the definition of necessaries for which an infant can make a binding contract.

SALE OF GOODS—C.I.F. CONTRACT—NONINSURANCE OF GOODS—SAFE ARRIVAL OF GOODS AT DESTINATION—DELIVERY—BREACH OF CONTRACT.

Orient Co. v. *Brekke* (1913) 1 K.B. 531. The plaintiffs contracted with the defendants for the sale of a quantity of walnuts at a price to cover cort, insurance and freight. The goods were sent from Bordeaux and arrived safely at their destination in England; the plaintiffs had, however, omitted to insure them, as required by the contract. The defendants refused to accept them on the ground that they had not been insured. The case was tried in the Mayor's Court and judgment given in favour of the plaintiffs, but the Divisional Court (Lush, and Rowlatt, JJ.) held that, by reason of the omission to insure, there had been no delivery in accordance with the contract, and therefore the plaintiffs were not entitled to recover.