

if not paid; and the question for the Court was whether or not the evidence of the *bonâ fide* belief of the accused in the truth of the charge would be a defence. Darling, J., held that it would not, and the Court of Criminal Appeal (Lord Reading, C.J., and Shearman and Sankey, J.J.) held that he was right, but the learned Chief Justice is careful to state that the decision of the Court is confined to that point, and that they do not determine as to the right of the accused to put any specific question or tender any specific evidence.

SHIPPING—CHARTERPARTY—CONSTRUCTION—FREIGHT—FOREIGN
LAW—CONFLICT OF LAWS—PLACE OF PERFORMANCE—LIABILITY
OF CHARTERERS.

Ralli v. Compania Naviera, &c. (1920) 2 K.B. 287. The construction of a charterparty in which an interesting point arising on the conflict of laws was involved is the point involved in this case. The facts were that an English firm, in July, 1918, chartered a Spanish vessel from the owners, who were a Spanish firm, to carry a cargo of jute from Calcutta to Barcelona, at freight of £50 per ton, one-half to be paid to the owners in London, on the vessel sailing from Calcutta, and the balance to be paid in Barcelona by the receivers of the cargo. The freight was payable at Barcelona, was to be paid in cash or approved bills at charterers' option, at the current rate of exchange of short bills on London. The charterparty was made in London. Half the freight was paid on the sailing of the vessel. By a decree of the Spanish Commission of Supplies, confirmed by proclamation in September, 1918, the freight on jute, of which the cargo in question consisted, was not to exceed 875 pesetas per ton. Owing to alterations in exchange the £50 per ton reserved by the charterparty exceeded 875 pesetas per ton. The receivers of the cargo paid the balance of the freight at the rate of 875 pesetas per ton; and the present action was brought to recover the difference between the £50 per ton and the amount so paid. The Court of Appeal (Lord Sterndale, M.R., and Warrington and Scrutton, L.J.J.) affirmed the judgment of Bailhache, J., dismissing the action on the ground that although the contract was an English contract, and to be construed according to English law, as part of it was to be performed in Spain, and as by the law of Spain the payment of freight in excess of 875 pesetas per ton was illegal, that part of the contract which required payment in excess of that rate was invalid and could not be enforced. As Scrutton, L.J., put it: "This country should not, in my