were laid down for fixing prices. Goods of the plaintiffs' were requisitioned, and under the regulations the Admiralty offered one-third of their value in payment, which the plaintiffs refused and brought the present petition of right. Salter, J., who tried it, held that so far as the regulations purported to deprive persons whose goods were requisitioned of their fair market value and to a judicial decision as to the amount, they were *ultra vires*. The learned Judge says that it is an established rule that a statute will not be read as authorising the taking of a subject's goods without payment, unless an intention to do so be clearly expressed; and that this rule applies no less to partial than total confiscation, and must apply *a fortiori* to the construction of a statute delegating legislative powers.

SALE OF GOODS—IMPLIED TERM—SALE OF WHEAT IN UNITED STATES—SHIPMENT TO BELGIUM—PAYMENT AGAINST SHIPPING DOCUMENTS—INABILITY OF SELLERS TO SELL EXCHANGE OWING TO WAR.

*Comptoir Commercial Anversois* v. *Power* (1920) 1 K.B. 868. This was an appeal from a decision of Bailhache, J., on a case stated by arbitrators. The question in dispute arose out of a sale by defendants in the United States of wheat to be delivered to the plaintiffs in Belgium. According to the contract payment was to be made on tender of shipping documents. It contained a clause that in case of war, on failure of the buyers to tender a policy against war risks, the dealers might themselves effect such insurance. It also contained a clause, "In case of prohibition of export, *force majeure*, blockade or hostilities, preventing shipment, this contract or any unfilled part of it shall be at an end." War having broken out the sellers found that they could not effect an insurance against war risks on goods being sent to Belgium, and in consequence were unable to sell exchange in the United States; and they claimed the right to cancel the contract which they assumed to do. Bailhache, J., held that they had no such right, and that the shipment was not "prevented" by hostilities within the meaning of the contract, and that the question of whether a term should be implied in the contract providing for its dissolution on the ground of the frustration of the commercial adventure was a question of law for the Court, and that as the buyers were not concerned with the method of the sellers for financing their exports of wheat to Europe, and the contract contained a provision in case of war, no term could be implied that if the sellers could not sell exchange the contract should be at an end; and with this conclusion the Court of Appeal (Bankes, Warrington and Scrutton, L.JJ.), agreed.