

no contract for carriage in fact was made with the defendants, and what had taken place on the prosecution of the thief did not amount to a ratification of a contract for carriage, but merely to the ratification of a bare bailment.

SHIP—SHIP REQUISITIONED BY ADMIRALTY—CHARTERPARTY—
ABSENCE OF LIGHTS IN PURSUANCE OF ADMIRALTY INSTRUCTIONS—COLLISION—"CONSEQUENCE OF WARLIKE OPERATIONS"—"CAUSE ARISING AS A SEA RISK."

British and Foreign S.S. Co. v. The King (1917) 2 K.B. 769. This was a petition of right to recover for the cost of a ship requisitioned by the Admiralty in the following circumstances: The requisition was made subject to the terms of a charterparty whereby it was provided that the Admiralty shall not be held liable if the vessel shall be lost in consequence of any cause arising as a sea risk, but the Admiralty took the risk "of all consequences of hostilities or warlike operations." The vessel came into collision with a French battleship and was lost. The collision was due to the fact that both vessels were steaming without lights, due to warlike operations and neither vessel was to blame for the collision. Rowlatt, J., held that the Admiralty was liable for the loss, as being one due to warlike operations and not to an ordinary sea risk.

PRINCIPAL AND AGENT—SALE OF GOODS—CONTRACT MADE "FOR AND ON BEHALF OF" A FOREIGN PRINCIPAL—SIGNATURE BY AGENT WITHOUT QUALIFICATION—RIGHT OF AGENT TO SUE ON CONTRACT—F.O.B. CONTRACT—PROHIBITION AGAINST EXPORT—LICENCE TO EXPORT—ON WHOM DUTY TO APPLY FOR LICENSE RESTS.

Brandt v. Morris (1917) 2 K.B. 784. This was an action on a contract for the sale of oil f. o. b. in Manchester. The contract on its face purported to be made by H. O. Brandt & Co. "for and on behalf of Messrs. Sales Blacheries" but was signed by Brandt & Co., without any qualification. It was contended that Brandt & Co. had no right to sue. After the contract was made the export of oil was prohibited by an Order-in-Council, and this prohibition existed during the greater part of the time fixed by the contract for the delivery of the oil, but licences to export were granted in certain cases. The action was brought by the buyers for breach of contract in not delivering the oil; Lawrence, J., held that the plaintiffs were parties to the contract and entitled