

to be sold to the owners of munition factories, which was accordingly done. In these circumstances, the defendants claimed that the contract was at an end, and the plaintiffs brought the action for a declaration that it was only suspended. They also claimed that the sale of the plant was without authority, and that they were entitled to the proceeds. Bray, J., who tried the action, held that the contract was not terminated but only suspended, but on this point he was reversed by the Court of Appeal (Cozens-Hardy, M.R., and Scrutton and Warrington, L.J.J.). Bray J., also held that the power of the Minister of Munitions to order the removal of the plant under Reg. 8A (b), with a view to increasing the production of war material in other factories, involved a power to sell it to such other factories, and the plaintiffs were consequently not entitled to the proceeds. This question was not discussed on the appeal, and the decision of the Appellate Court on the other point is without prejudice to the rights of the parties to the proceeds of the sale.

HUSBAND AND WIFE—DISPUTES AS TO PROPERTY—MARRIED WOMEN'S PROPERTY ACT 1882 (45-46 VICT. c. 75) s. 17 — (R.S.O. c. 149, s. 70)—REFERENCE TO REFEREE FOR TRIAL.

*Re Humphrey* (1917) 2 K.B. 72. An originating summons was issued under the Married Women's Property Act 1882, s. 17 (R.S.O. c. 149, s. 70), for the purpose of determining certain questions in dispute as to property, arising between husband and wife. Ridley, J., on the return of the summons, referred the whole question for trial before a Referee. The Court of Appeal (Lord Cozens-Hardy, M.R., and Scrutton, L.J.) held that in so doing he had exceeded his jurisdiction, as the Act contemplated that the judge himself should decide such questions, and gave him no power to delegate that duty to any other tribunal.

CHARTERPARTY—REQUISITION OF SHIP BY ADMIRALTY—TERMINATION OF CONTRACT.

*Anglo Northern Trading Co. v. Emlyn Jones* (1917) 2 K.B. 78. In this case Bailhache, J., held, on a case stated by an arbitrator, that a time charterparty is put an end to, where the vessel in question is requisitioned by the Admiralty.

PRINCIPAL AND AGENT—TRAVELLER—RIGHT TO COMMISSION AFTER AGENCY DETERMINED—CONTRACT.

*Marshall v. Glanville* (1917) 2 K.B. 87. In this case the defendants engaged the plaintiff as a traveller for the sale of their