

side policies of marine insurance, it would be right to take into account considerations similar to those which would be taken into account in determining a question of constructive total loss under a marine policy. He held, nevertheless, that, as the timber had not been confiscated by the Germans during the currency of the policy, there had in fact been no loss. He pointed out, in the course of his judgment that what the plaintiffs had lost was not the timber itself but the power of dealing with it, and that the defendants were not liable for mere loss of market. As to an argument that the timber was lost because the Germans had seized Antwerp, his Lordship said: "If confiscated it will of course be lost; if commandeered it will be represented only by a receipt of more than doubtful value. Now goods of private persons on shore are by the law of nations not liable to confiscation; and I ought not judicially to assume the Germans will commit a breach of international law. *Query*, whether in the light of subsequent events, and the conduct of the German armies of occupation in Belgium and elsewhere, the learned judge might not now be entitled to make this assumption?"

The meaning of a clause which is commonly inserted in contracts for the sale of flour was considered in *Ford v. Leetham* ((1915) 31 T.L.R. 524). In July, 1914, the defendants, who were millers at York contracted to deliver certain flour to the plaintiffs, who were bakers at Oldham. The contract contained a clause of which the material parts were: "In case of prohibition of export . . . preventing shipment or delivery of wheat to this country . . . the sellers shall have the option of cancelling this contract. . . ." After some of the flour had been delivered, the sellers gave notice to cancel, and in an action for damages, they justified their conduct under the above clause. It appeared that after the war began, all the belligerent and many neutral countries had prohibited the export of wheat, while England had declared the importation of wheat from any enemy country to be illegal. *Bailhache, J.*, in deciding for the defendants, refused to accept the contention that absolute prevention was necessary. He said: "I think the words mean a