REVIEW OF CURRENT ENGLISH CASES.

SALE OF GOODS—CONTRACT—"SUBJECT TO SAFE ARRIVAL"—SHIP NOT NAMED.

Barnett v. *Javeri* (1916) 2 K.B. 390. This was an action on a contract made between the parties whereby the defendants agreed to sell to the plaintiff goods "subject to safe arrival." The defendants had made a contract with another person for delivery to themselves of the goods in question which were expected to arrive from Alexandra. No ship was named in the contract between the plaintiff and defendants by which the goods were to arrive. The defendants' vendor was unable to obtain the goods or to supply them to the defendants, who, in consequence, was unable to deliver them to the plaintiff. The defendants claimed to be free from liability by reason of the words "subject to safe arrival," but Bailhache, J., who tried the action, held that those words, in the circumstances, afforded no defence, because there was an obligation on the defendants' part to ship the goods, or to get them so far under their control that they were placed on board some ship, and not having done so, they were not protected by the words relied on, which the learned Judge held merely meant that, provided the defendants shipped the goods, they were not to be liable for non-delivery consequent on any accident in their transit preventing their safe arrival. He therefore held the defendants were liable for breach of contract as claimed.

SUNDAY OBSERVANCE—SALE OF ICE CREAM ON SUNDAY—ICE CREAM IS NOT MEAT—SUNDAY OBSERVANCE ACT (29 CAR. 2, c. 7), ss. 1, 3.

Slater v. *Evans* (1916) 2 K.B. 403. In this case a Divisional Court (Darling, Avory and Horridge, JJ.) have decided that ice cream is not "meat" within sec. 3 of the Sunday Observance Act (29 Car. 2 c. 7) s. 3, and therefore that its sale by a restaurant-keeper on Sunday was a breach of the Act, and that both the vendor and vendee were liable to conviction, the latter on the ground that he had aided and abetted the vendor to commit an offence against the Act.