

This was another of the actions arising out of the postponement of the Coronation. In this case, it may be remembered, a ship was hired to convey passengers to see the intended naval review. By the terms of the contract £300 was to be paid on account of refreshments on a day prior to that fixed for the review, and the contract expressly provided that in the event of the cancellation of the review before any expense was incurred there should be no liability on the part of the defendants. The plaintiff expended a small sum for extra knives and forks, but nothing for refreshments. A cheque for £30 was sent in accordance with the contract, but, before its presentation, payment was stopped. The plaintiff sued on the cheque, but the Court of Appeal agreed with Ridley, J., that he could not recover, as, on a true construction of the contract, in the event of the cancellation of the review the defendants were only liable to reimburse the plaintiff any expense then incurred by him.

CONFLICT OF LAWS—CONTRACT OBTAINED ABROAD BY DURESS—CONTRACT VALID WHERE MADE.

Kaufman v. Gerson (1904) 1 K.B. 591, was an action tried by Wright, J. The action was brought on agreement to pay a certain sum of money, and the defendant set up that it had been obtained by duress and threat of criminal prosecution of the defendant's husband. It was shewn that the agreement sued on was made in France, and that according to the laws of France it was legal and binding, notwithstanding the duress. Wright, J., gave judgment for the plaintiff (1903) 2 K.B. 114 (noted ante vol. 39, p. 614). We are not surprised to see that the Court of Appeal (Collins, M.R., and Romer and Mathew, L.JJ.) have come to a different conclusion. The Master of the Rolls adopts the view of Story, that where an English Court is asked to enforce a contract made in a foreign country it is entitled to enquire whether, though the contract may be valid according to the laws of that country, it violates some moral principle which, if it is not, ought to be universally recognized. The distinction which Wright, J., drew between physical and moral duress the Court of Appeal found not to be tenable. In their view all duress is immoral. As the Master of the Rolls puts it, "What does it matter what particular form of coercion is used, so long as the will is coerced?"