

tion and the arbitrator decided that the charter-party came to an end. On appeal *Atkin J.* reversed this decision [31 T.L.R. 540]. In further appeal this decision was affirmed [1916, 1 K.B. 485; 32 T.L.R. 201; 1916, W.N. 3], and then followed the appeal to the House of Lords upholding the Courts below.

**Principles of recent War Cases**

Implied terms re peace

The judgment of Lord Loreburn has already been set out (see p. 34 ante.)

The cases of *Appleby v. Myers*, and *Krell v. Henry* were referred to in another recent case, where the facts were as follows:

Lester's Agency Ltd. v. Romaine

The plaintiffs, a music hall agency, entered into an agreement with the defendant by which it was agreed that in consideration of the plaintiffs having introduced the defendant to Harry Richard's Tivoli Theatres, Ltd., of Australia, and having procured for her a 12 weeks' engagement in Australia with that company to begin on or about September 1915 at a weekly salary, the defendant would pay to the plaintiffs a commission of 10 per cent. on the salary accruing from the engagement. The agreement provided that should the engagement not be fulfilled owing to default on the part of the defendant other than certified illness the commission should be payable as if the engagement had been duly fulfilled.

When the time came for the defendant to go to Australia she refused to go for fear of submarine attacks on the voyage. She however arranged with the Australian company