

CONTRACT OF SALE OF GOODS—BREACH—MEASURE OF DAMAGES
— COMPANY — ARBITRATION — LIQUIDATOR — LIABILITY FOR
COSTS.

Van den Hurk v. Martens (1920) 1 K.B. 850. This was a special case stated by an arbitrator, and one of the questions involved was to the proper measure of damages for breach of contract for the sale of goods in the following circumstances: The defendants sold to the plaintiffs sodium sulphide in drums. Drums were delivered to the plaintiff in Manchester, but the defendants knew they were for export. Owing to a difficulty in opening and reclosing the drums it is impracticable to open them until the contents are required for use. The drums received were resold by the plaintiffs and owing to the delays on French railways and other causes did not reach the ultimate consignees at Lyons and Genoa till some months later. On the drums being opened by these consignees they were found not to contain sodium sulphide, but caustic soda of inferior quality, and were then rejected. The question submitted was as to the proper measure of damages, and Bailhache, J., held that they should be assessed according to the prices ruling, not at the date of delivery at Manchester, but at the date when the drums were opened by the ultimate consignees at Lyons and Genoa. Another point submitted was whether the liquidator of the defendant company was individually liable to be ordered to pay the costs of the reference with a right to get reimbursement out of the company's assets, and as to this Bailhache, J., held that the liquidator was not personally liable and that the costs should be ordered to be paid by the company, but he also held that if in such circumstances the liquidator applies for the statement of a special case and at the hearing of it fails in his contention, he then makes himself party to the proceeding and may be ordered to pay the costs with a right to be recouped out of the company's assets, and he made that order as regarded the costs of the special case.

EMERGENCY LEGISLATION—ARTICLES REQUISITIONED BY ADMIRALTY—RIGHT OF OWNER TO COMPENSATION AND TO JUDICIAL DETERMINATION OF AMOUNT THEREOF—VALIDITY OF GOVERNMENT REGULATION—ULTRA VIRES.

Newcastle Breweries Limited v. The King (1920) 1 K.B. 854. This is an important decision from a constitutional point of view. The Defence of the Realm Act, 5 Geo. 5. c. 9, authorised certain Government Departments to take possession of war material and food, and provided that the price to be paid therefor should be fixed by the tribunal by which claims were, in the absence of any express provision to the contrary, to be determined: and certain regulations