

steamer was in course of construction, and on 2nd August, 1914, France became involved in a European war and the builders had been prevented by unpreventable causes beyond their control from completing the vessel. In these circumstances they claimed that the contract was void, and the company was only entitled to a return of the purchase money and interest. The company, however, contended that the builders could not take that position, as it would be taking advantage of their own wrong. The umpire held that the builders were entitled to treat the contract as at an end, and Bailhache, J., affirmed his award; and the Court of Appeal (Lord Reading, C.J., and Pickford and Scrutton, L.JJ.), affirmed his decision holding that the builders' inability to perform the contract could not be attributed to their own wrong.

CARRIER—THEFT BY SERVANT—PROSECUTION BY CARRIER—
PROPERTY IN GOODS LAID IN CARRIER—ACTION AGAINST
CARRIER BY OWNER OF GOODS—RATIFICATION—ESTOPPEL.

Harrisons v. London & North Western Ry. (1917) 2 K.B. 755. The point involved in this case is a somewhat technical one. The plaintiffs sent a consignment of goods to wharfingers with instructions to deliver them to the defendants for carriage to a specified place. A carter who was in the employment of the defendants, but who was absent on sick leave, appeared at the wharfingers, dressed in a uniform of the defendants' carters, with one of the defendants' carts and demanded and received the goods in question without any order or authority from the defendant so to do, and converted the goods to his own use. The defendants prosecuted the carter for theft, laying the property of the goods in the defendants, and the carter was convicted of the theft. The present action was brought to recover from the defendants for the loss of the goods; the defendants denied that the goods had ever been delivered to them, and the question was whether they were estopped from setting up this defence, by reason of their having claimed the property in the goods on the prosecution of the thief; Rowlatt, J., who tried the action, held that they were not, that though they adopted the possession of the carter as their own possession, they did not necessarily adopt his possession as a bailment to themselves for carriage as it was consistent with what they did that they adopted it as being theirs, and entitling them to order the carter to deliver the goods back to the wharfingers, or to themselves, but not thereby necessarily adopting the contract of carriage, which the carter had purported to make. He therefore dismissed the action on the ground that