perty abroad (e.g., by arranging to have it warehoused), as distinguished from taking steps to trade with the enemy.

As to the effect of a temporary embargo, reference may be made to *Andrew Millar & Co. Ltd.* v. *Taylor* ((1915) W.N. 116; in the court of Appeal, W.N. 408). In July, 1914, the plaintiffs contracted to sell certain confectionery to the defendants for export to Mogador. On August 10, 1914, the export of confectionery being made illegal by a Royal Proclamation, the sellers gave notice cancelling the order. The embargo was withdrawn on August 20. The buyers claimed (by counterclaim) damages for non-delivery. Rowlatt, J., held that faced by the prohibition the sellers were entitled to treat the contract as being at an end, but the Court of Appeal (Swinfen, Eady and Warrington, L.JJ., and Bray, J.) held that the contracts not having been annulled but only suspended, the interruption caused by the Proclamation had not been such that the contracts could not be carried out within a reasonable time. The sellers have not waited a reasonable time.

In *Mitsui & Co.* v. *Mumford* ((1914) 31 T.L.R. 144) the plaintiffs who were a Japanese company took out a Lloyd's non-marine insurance policy covering "loss or damage to timber at Antwerp directly caused . . . war . . . military or usurper power . . . during the period commencing August 4, 1914, and ending with November 3, 1914, both inclusive." The policy provided that no claim was to attach for delay, deterioration and for loss of market. On October 9, 1914, Antwerp was seized by the German army and remained in their possession on the date of the action. The plaintiffs sought to recover for a loss under the policy. The timber was in the custody and control of the plaintiffs' agent during the continuance of the policy, and it was still in the same warehouse at the date of the hearing. They alleged that the timber had become à total or constructive total loss, and that they had given the defendants notice of abandonment. Bailhache, J., held that although "constructive total loss" was a thing unknown out-