ENGLISH CASES.

EDITORIAL REVIEW OF CURRENT ENGLISH DECISIONS.

CONTRACT—CONSTRUCTION—NECESSARY IMPLICATION.

In *Ogdens* v. *Telford* (1904) 2 K.B. 410, the Court of Appeal (Collins, M.R., and Romer and Mathew, L.JJ.) have affirmed the decision of Lord Alverstone, C.J. (1903) 2 K.B. 287 (noted ante vol. 39, p. 700). The action was brought for the price of goods, and the defendant counter-claimed under an agreement whereby the plaintiffs had agreed in consideration of the defendants agreeing to become customers of the plaintiffs and not enter into any agreement with any other firm which would prevent his dealing with the plaintiffs, the plaintiffs for a period of four years would distribute as an annual bonus among their customers, including the defendant, and in proportion to their purchases, a certain fixed annual sum, and also the expected profits on certain goods which should be sold by the plaintiffs during the period. Before the four years had expired the plaintiffs sold their business to a rival concern, and the defendant claimed damages for breach of the agreement. The Court of Appeal agreed with Lord Alverstone, C.J., that there was an implied agreement on the part of the plaintiffs that they would continue to carry on business and not put it out of their power to carry out their contract, and that the defendant was entitled to damages for breach of the agreement. The case throws a curious side light on the extraordinary measures nowadays adopted to secure trade.

SHIP—CHARTER PARTY—DEMURRAGE—COMPUTATION OF TIME—FRACTION OF A DAY.

Yeoman v. *The King* (1904) 2 K.B. 429, was a petition of right claiming demurrage. By the charter party it was provided that the cargo should be "discharged at the average rate of not less than 210 tons per working day" and that demurrage should be paid at the rate of fourpence per ton per day, "and pro rata, employed beyond the time allowed for discharging." It was admitted that the time for discharging began to run at 6 a.m. on Monday, July