

the transaction null and void, and consequently the decision of the Court of Appeal was reversed.

CRIMINAL LAW—EVIDENCE—CHARGE OF GROSS INDECENCY WITH BOYS—EVIDENCE OF POSSESSION OF POWDER PUFFS AND INDECENT PHOTOGRAPHS OF BOYS.

*Thompson v. The King* (1918) A.C. 221. This was an appeal from the decision of the Court of Criminal Appeal (1917), 2 K.B. 630 (noted *ante* p. 62). The House of Lords (Lord Finlay, L.C., and Lords Dunedin, Atkinson, Parker, Sumner and Parmoor) unanimously affirmed the decision.

ALIEN ENEMY—OUTBREAK OF WAR—PARTNERSHIP—DISSOLUTION—BUSINESS SUBSEQUENTLY CARRIED ON WITH ENEMY CAPITAL—RIGHT OF ALIEN ENEMY TO SHARE OF PROFITS.

*Stevenson v. Akiengesellschaft, etc.* (1918) A.C. 239. This was an appeal from the decision of the Court of Appeal (1917), 1 K.B. 842 (noted *ante* vol. 53, p. 329). A partnership had existed between the plaintiffs and defendants prior to the war; the defendants being alien enemies, the partnership was dissolved by reason of the outbreak of the war and the business was thereafter carried on by the plaintiffs and the capital to which the defendants were entitled was utilized in so doing; and the question was whether the defendants were entitled to a share of the profits realized by the employment of their capital, and the Court of Appeal held that they were—with which conclusion the House of Lords (Lord Finlay, L.C., and Lords Haldane, Dunedin, Atkinson and Parmoor) agree.

CONTRACT FOR SALE OF GOODS TO BE DELIVERED BY INSTALMENTS—OUTBREAK OF WAR—TRADING WITH ENEMY—SUSPENSORY CLAUSE IN CONTRACT IN EVENT OF WAR—PUBLIC POLICY—SUSPENSION OR ABROGATION OF CONTRACT.

*Bieber v. Rio Tinto* (1918) A.C. 260. The question involved in this case was the effect of war in regard to a contract made between the plaintiffs and defendants for the sale of iron ore to be delivered by instalments, subject to a clause that in the event of war the deliveries should be suspended. The vendees were German subjects, and the vendors claimed that notwithstanding the suspensory clause, the outbreak of the war had the effect of absolutely dissolving the contract, and the Court of Appeal so held, and with this decision the House of Lords (Lords Dunedin, Atkinson, Parker, and Sumner) agree, their Lordships holding that even if the suspensory clause applied to the war now existing between Germany and England, which they doubt, it would nevertheless be void as being against public policy.