

SALE OF GOODS—TIME FOR DELIVERY—ESSENCE OF CONTRACT—
WAIVER—ESTOPPEL—IMPLIED AGREEMENT TO EXTEND TIME
FOR DELIVERY—REASONABLE TIME TO BE FIXED BY NOTICE
FROM BUYER—CANCELLATION OF CONTRACT BY BUYER WITH-
OUT NOTICE—DAMAGES.

Hartley v. Hyman (1920) 3 K.B. 475. This was an action by the seller of goods to recover damages for breach of contract to accept them. The contract was in writing and provided for delivery to be completed by November 18, 1918, and time was declared to be of the essence of the contract. The plaintiff made no delivery till October, 1918, when he made delivery of part, and thereafter, on various dates from the end of November, 1918, to the end of February, 1919, he delivered seven further portions; during all this period the defendant by his letters complained of the delay, and asked for better deliveries, but thereby led the plaintiff to entertain the belief that the contract still subsisted, and to act on that belief at expense to himself. On March 13, 1919, the defendant, having given no previous notice requiring delivery in any specified reasonable time, wrote to the plaintiff cancelling the order and thereafter refused to accept any more goods from the plaintiff. McCardie, J., who tried the action, was of the opinion that the terms as to the delivery and as to time being of the essence of the contract, could be, and were in fact waived by the defendant by his letters sufficient to satisfy the Statute of Frauds, even though the time had then expired, and that it was an implied term of the waiver that the goods should be thereafter deliverable within a reasonable time to be named by the buyer, and notified to the seller, and that until the time had been named the seller had no right to cancel the contract and was estopped from setting up the term as to delivery. He therefore gave judgment in favour of the plaintiff.

CONTRACT—FORMATION OF CONTRACT—IDENTITY OF CONTRACTING
PARTY—SALE OF THEATRE TICKET—PROCURING BREACH OF
CONTRACT—SERVANT OF CONTRACTING PARTY.

Said v. Butt (1920) 3 K.B. 497. This was an action brought by the plaintiff as holder of a ticket of admittance to the defendant's theatre, for refusing to admit him to the theatre. The plaintiff knew that in consequence of his having made certain serious and unfounded charges against members of the theatre staff, an application for a ticket in his own name would be refused. He therefore obtained a ticket through the agency of a friend,