

of Appeal (Buckley, Phillimore, and Pickford, L.J.J.) have affirmed the judgment of the Divisional Court (1914) 2 K.B. 372 (noted ante vol. 50, p. 347) to the effect that under the Money Lenders Act, 1900 (63-64 Vict. c. 51) (see R.S.O. c. 175, s. 4), the questions whether interest charged by a money lender is excessive, and whether a transaction by a money lender is harsh and unconscionable are questions for the judge and not for the jury.

CONTRACT—AGREEMENT TO BUILD STEAMSHIP—DELIVERY WITHIN SPECIFIED TIME—EXCEPTIONS—FORCE MAJEURE—INDIRECT EFFECT OF STRIKE — BREAKDOWN OF MACHINERY — BAD WEATHER.

Matsoukis v. Priestman (1915), 1 K.B. 681. This was an action for a penalty for breach of a contract for the building of a steamship to be delivered at a specified time. The contract contained this exception: "If the said steamer is not delivered entirely ready to the purchaser at the aforementioned time the builders hereby agree to pay for liquidated damages (a specified penalty). . . . being excepted only the cause of force majeure and for strikes of workmen of the building yard where the vessel is being built, or at the works where steel is being manufactured for the steamer, or any works of any sub-contractor." As a result of the coal strike in 1912 the works from which the defendants obtained their materials for other ships they were building got behind; the ship in turn to be built before the plaintiff's occupied the berth that was intended to be occupied by the plaintiff's much longer than otherwise she would have done and consequently the plaintiff's steamer was late in being laid down. According to the finding of the jury there was a delay on this account of seventy days. There was a further delay of five days owing to a breakdown of machinery, and of two days owing to a shipwright's strike, and delay was also caused by bad weather and absence of defendant's men attending football matches, and in attending the funeral of the shipyard manager. It was claimed by the defendants that all of these causes of delay amounted to force majeure within the meaning of the exception; but Bailhache, J., who tried the action, held that while delays due to, or consequent upon strikes, and breakdown of machinery, were within the exceptions, delays caused by football matches, bad weather, and a funeral were not, and so far as delays were occasioned by the latter