

in London on arrival of goods at port of discharge, in exchange for bills of lading and policies of insurance, but payment was to be made in no case later than three months from date of bills of lading, or on posting of the vessel at Lloyd's as a total loss. The beans were shipped in July, 1914, on German vessels, which, on the outbreak of the war on August 4, 1914, entered ports of refuge in the East, where they remained. At the expiration of three months the sellers presented the bills of lading, with an English and German policy of insurance. The buyers refused payment. Scrutton, J., who tried the action, held that the outbreak of the war had, by considerations of public policy, rendered the contract void and unenforceable as regards any obligations of performance after the outbreak of war, as it would involve entering into contractual relations with the King's enemies, and, therefore, the buyers were justified in refusing payment.

INSURANCE—RE-INSURANCE—COMPROMISE BETWEEN ORIGINAL ASSURED AND ORIGINAL INSURERS—RE-INSURERS ENTITLED TO BENEFIT OF COMPROMISE.

*British Dominions General Insce. Co. v. Duder* (1915) 2 K.B. 394. The Court of Appeal (Buckley, Pickford and Bankes, L.J.J.) have reversed the judgment of Bailhache, J. (1914) 3 K.B. 335, noted *ante* p. 33. The Appellate Court holds that the contract of re-insurance is a contract of indemnity, and that, where the original insurers effect a compromise with their insured, the re-insurers are entitled to the benefit of the compromise, notwithstanding they may have objected to its being made.

CRIMINAL LAW—MURDER—PROVOCATION—DUTY OF JUDGE TO DIRECT JURY ON QUESTION ARISING ON EVIDENCE, THOUGH NOT RELIED ON BY COUNSEL.

*The King v. Hopper* (1915) 2 K.B. 431. This was a prosecution for murder. The accused was a non-commissioned officer and the person killed was one Dudley, a private soldier in his charge. The facts were that the accused had been drinking, and, having missed a bottle of whiskey, accused Dudley of stealing it. Dudley called the accused a liar, and a fight took place, and the deceased and another private, named Gates, attacked the accused and "hammered" him considerably. An officer arrived and ordered the arrest and disarming of the two privates, and the accused, as a non-commissioned officer, had to take them in charge with an escort. On the way to the guard-room Dudley was ordered to give up his bayonet twice, and on each occasion