

and no offensive representations of living persons shall be shown." Provided also "That no film shall be exhibited if notice that the justices (i. e. the licensing authority) object to such film has been given to the licensee."

In consequence of the notice, the Hippodrome gave notice to the plaintiffs that the film in question could not be, and it was not exhibited. Horridge, J., who tried the action, held that the meaning of the condition was that the licensing authority might give notice of objection to any film where they had *bonâ fide*, in the judicial exercise of their discretion, come to the conclusion that the film was objectionable on some one or more of the grounds mentioned therein, and that, so interpreted, the condition was reasonable and valid. And that even if the condition were unreasonable, the plaintiffs had no cause of action because there was no evidence that the defendants had knowingly, or for their own ends, induced the Hippodrome to commit any actionable wrong. The action therefore failed, and was dismissed with costs as between solicitor and client.

CONTRACT--IMPOSSIBILITY OF PERFORMANCE--PART PERFORMANCE--SUPERVENING ILLEGALITY--QUANTUM MERUIT.

*St. Enoch Shipping Co. v. Phosphate Mining Co.* (1916) 2 K.R. 624. This strikes us as a somewhat hard case, which, though it may be law, does not appear to be justice. The facts were that the owners of a British ship agreed to carry goods from Florida to Hamburg. On August 3, 1914, the ship sighted the Lizard and was warned by the British Admiralty to take the goods to an English port. On the following day war was declared between Great Britain and Germany and the further prosecution of the voyage to Hamburg became illegal and impossible. The cargo was thereupon discharged at Rancorn and deposited with warehousemen, subject to a lien claimed by the shipowners for freight. The owners of the cargo discharged the lien under protest and took the goods, never having assented to any alteration in the terms of the contract of carriage. The action was brought by the shipowners claiming a declaration that they were entitled to the freight in whole, or at all events for a proportionate part thereof, in respect of the part of the voyage actually completed. Rowlatt, J., however, who tried the action, held that the plaintiffs were entitled neither to the whole freight, nor to any proportionate part thereof by way of *quantum meruit*, and the action was therefore dismissed.