

the law should take its course. The duty of His Excellency was to receive their advice, and it was equally their duty to give it. They had no right to leave him unadvised in so important a matter; but, being so unadvised, through no fault of his own, it was clearly within his power as a constitutional Governor to exercise his prerogative according to his own deliberate judgment. Whether or not that judgment was wisely exercised, in view of the evidence adduced before him, is not the question at present under discussion.

W. E. O'BRIEN.

ENGLISH CASES.

EDITORIAL REVIEW OF CURRENT ENGLISH DECISIONS.

The Law Reports for December comprise (1895) 2 Q.B. pp. 537-669; (1895) P. pp. 341-353; and (1895) 2 Ch. pp. 773-895.

SHIP—CHARTER PARTY—BILL OF LADING—LIABILITY OF OWNER FOR ACTS OF MASTER—SPECIAL AGREEMENT BY CHARTERER TO BE ANSWERABLE FOR MASTER—CONSTRUCTIVE NOTICE.

Manchester Trust v. Furness, (1895) 2 Q.B. 539; 14 R., Nov. 29, although dealing with a branch of law with which in Ontario we have not much concern, incidentally involves a point of more general application. By a proviso contained in a charter party, it was expressly agreed that the captain and crew, although appointed and paid by the owners, should be the servants of the charterers, and that in signing bills of lading, the captain should only do so as the agent of the charterers, and that the charterers would indemnify the owners from all liability for bills of lading so signed. The captain signed bills of lading for goods in the ordinary form, to be delivered to the holders of the bills, they paying freight, and "other conditions as per charter party." The goods having been misdelivered, the present action was brought against the ship-owners for the loss thereby occasioned. Mathew, J., held that the defendants were liable, notwithstanding the terms of