
REVIEW OF CURRENT ENGLISH CASES.

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**EVIDENCE—WEIGHT TO BE GIVEN TO OPINION OF JUDGE AT TRIAL—
COURT OF APPEAL—FINDING OF FACT.**

Hob v. Tong (1912) A.C. 323 was an appeal from the Supreme Court of the Straits Settlements. The action was for the administration of a deceased person's estate and the right of the plaintiff depended on whether or not his mother was the adopted or natural daughter of the deceased. The evidence was conflicting, and upon the oral evidence there was plainly perjury on one side or the other. The judge who tried the action gave judgment in favour of the defendant, holding that the evidence established that the plaintiff's mother was an adopted daughter and therefore that the plaintiff was not of kin to the testator. The Supreme Court reversed his decision, and found that the plaintiff's mother was the natural daughter of the testator, born in wedlock. The Judicial Committee of the Privy Council (Lords Macnaghten, Mersey and Robson), after a careful review of the evidence, came to the conclusion that the finding of the judge at the trial ought not to have been disturbed, especially as his findings were consistent with the probabilities of the case.

**SALE OF GOODS—PRICE TO INCLUDE COST, FREIGHT, AND INSURANCE—PAYMENT IN EXCHANGE OF SHIPPING DOCUMENTS—
BILL OF LADING FOR PART ONLY OF TRANSIT—TENDER.**

Landaner v. Craven (1912), 2 K.B. 94, was a case stated by arbitrators. The plaintiffs had contracted to buy a cargo of hemp from the defendants, the price to cover cost, freight, and insurance. By the terms of the contract the goods were to be shipped from a port in the Philippine Islands or from Hong Kong by steamer or steamers direct or indirect to London between October 1 and December 31, 1909. The defendants purchased the required quantity of goods and shipped them under bill of lading dated 28th December, 1909, to Hong Kong and they were there transhipped by steamer for London under bill of lading dated March 25th, 1910. In fulfilment of the contract the defendants tendered to the plaintiff the bill of lading from Hong Kong and the policy of insurance from Manilla to London. The question stated by the arbitrator was whether this was a sufficient tender to entitle the defendants to payment of the contract price; and Scrutton, J., held that it was not; be-