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vised reference books four
times a year.**R. G. DUN & CO.**Toronto, Montreal, Hamilton, London, and all
cities in Dominion, U.S., and Europe.**DECISIONS IN COMMERCIAL LAW.**

BRABANT & Co. v. KING.—Where it is pro-
vided by statute that captains of vessels on
arriving at a port shall land explosives that
they have on board, and the Government pro-
vides magazines in which the explosives may
be stored on payment of a warehouse rent, the
Government are bailees for hire of such ex-
plosives, and under legal obligation to exercise
the same degree of care in the preservation of
the goods entrusted to them which might rea-
sonably be expected from a skilled storekeeper
acquainted with the risks to be apprehended,
either from the character of the storehouse
itself or of its locality. That obligation includes
not only the duty of taking all reasonable pre-
cautions to obviate such risks, but the duty of
taking proper measures for the protection of
the goods when such risks are imminent, or
have actually occurred. The selection of a site
for the magazine close to the water may be
justifiable in itself, but it imposes on the keeper
of the magazine a duty to make arrangements
within the magazine by which the goods stored
are placed at such a level as will probably
insure their immunity from incursions of flood
water. A depositor of goods for safe custody,
who, by himself or his servants, has an oppor-
tunity of observing certain defects in the store-
house, cannot be taken to have agreed that any
risk of injury to his goods which may be occa-
sioned by those defects shall be borne by him,
and not by the bailee for hire, according to the
Privy Council.

HILL v. SCOTT.—The plaintiff, a wool mer-
chant in Bradford, intending to ship wool from
a warehouse in London to be carried by de-
fendant's steamer to Bradford via Goole, gave
the defendant a delivery order dated 3rd
October, 1893, which contained a note that the
wool was to be insured at the rate of £15 per
bale. There was no bill of lading. The agreed
freight was £1 7s. 6d. per ton to cover all cost
of transit as well as the insurance. The de-
fendant effected the insurance through his own
brokers without any consultation with or refer-
ence to the plaintiff as to the underwriters, or
the premiums to be paid. The policy was
never in the plaintiff's possession, and he was
merely advised that the insurance had been
effected. In similar previous transactions,
when there had been loss, defendant had
claimed against the underwriters and paid the
plaintiff out of what he received. Wool im-
ported from Australia had also been carried by
defendant from London to Goole direct from
the ships in which it was imported. In these
cases the defendant did not insure, as the risk
for the whole transit was covered by policies
effected in Australia by the shippers, and the
charge for freight was £1 5s. 9d. per ton. This
difference of 1s. 9d. on the two rates did not
bear any proportion to the percentage paid as
premiums on the value of the wool, but was
independent of it. In an action for damage to
the wool during its carriage by the defendant
from the London warehouse to Bradford, Lord
Russell held that there was no express stipula-
tion, nor one to be implied from the course of
business, limiting the defendant's liability, since
the insurance was effected by the defendant for
the protection of his own interests, and not as
agent for, though on the requirement of the
plaintiff; that the defendant was liable on the
contract as a common carrier.

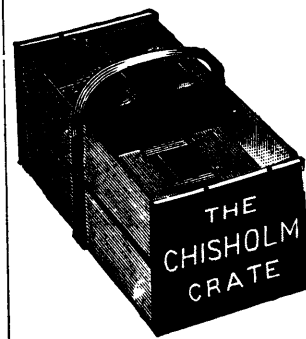
—The former Beaver Line steamer "Lake
Nepigon" has been sold to Mr John White,
London, for £3,800. She is 2,209 tons gross
register, built at Glasgow in 1875, and is 321
feet long.

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