

REVIEW OF CURRENT ENGLISH CASES.

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SHIP—BILL OF LADING—EXEMPTION FROM LIABILITY—FIRE—
PERILS OF ICE—DANGEROUS CARGO—DEFECTIVE STORAGE—
STORAGE RENDERING VESSEL UNSEAWORTHY—WARRANTY OF
SEAWORTHINESS—MAINTENANCE OF VESSEL'S CLASS—MER-
CHANT SHIPPING ACT, 1894 (57-58 VICT., c. 60) s. 502.

Ingram v. Services Maritime (1913) 1 K.B. 538. This was an action against ship owners for the loss of cargo. The plaintiffs shipped the goods in question to be carried from Le Tréport to London on board the defendant's ship on the terms of a bill of lading which contained the following exemptions from liability: (1) Fire on board . . . and all accidents, loss, and damage whatsoever from . . . the perils of the seas . . . or from any act, neglect or default whatsoever of the master, officers, crew, stevedores, servants, or agents of the owners . . . in the management, loading, storing . . . or otherwise . . . "(11) It is agreed that the maintenance by the ship-owners of the vessel's class . . . shall be considered a fulfilment of every duty, warranty, or obligation whether before or after the commencement of the voyage." By s. 502 of the Merchants Shipping Act, 1894, it is provided that the owners of a British sea-going ship is not liable to make good any loss or damage happening without his actual default or privity where any goods or other things put on board his ship are lost or damaged by reason of fire on board the ship. In addition to the plaintiffs' goods the defendants took on board at Le Tréport, a quantity of sodium saturated with petrol—which was insecurely and insufficiently packed. This was stowed upon the deck and the vessel encountering rough weather the packages got loose and were damaged, and water got to the sodium which produced fire and explosions which set fire to the ship and caused its total loss. The defendants denied liability for the loss of the plaintiffs' goods claiming to be protected from liability both under the statute and the clauses of the bill of lading above referred to. Scrutton, J., who tried the action, held that the bill of lading having made express provision for loss by fire the provision of the statute was thereby excluded, and afforded the defendants no defence. And under