

ship, against the shipowners to recover the value of the cargo, the plaintiffs claiming to sue on behalf of themselves and forty-four other shippers on the same vessel. The vessel had been sunk by a Russian cruiser as carrying contraband of war, and both ship and cargo had been wholly lost. The writ was indorsed with a claim for "damages for breach of contract and duty in and about the carriage of goods at sea." The defendants applied to set aside the writ, or, as the alternative, that so much of the writ as referred to the claims of other parties should be struck out. The Master refused the motion, and his refusal was upheld by a judge. The majority of the Court of Appeal (Williams and Moulton, L.JJ.), however, were of the opinion that the plaintiffs were not persons "in the same interest with those they claimed to represent," and that the plaintiffs consequently were not entitled to represent them. Buckley, L.J., however, dissented, and thought that the plaintiffs might sue on behalf of themselves and all other shippers of goods which were not contraband of war. Moulton, L.J., was of opinion that no representative action lies where the sole relief sought is damages, which seems to be common sense, for how could a judgment in an action constituted as in this case in any way enure to the benefit of persons not parties? The idea of a representative action is that the judgment rendered in it will enure to the benefit of all parties represented as, for example, to take a common case, the interpretation of a document in which many persons are interested, but an award of damages to the plaintiff in this case would not satisfy the claims of the parties they claimed to represent. It does not follow from this case that the several shippers might not join in one action. It merely decides that it is not a case in which a plaintiff could properly represent others who are not parties.