

SHIP—CHARTER-PARTY—DEMURRAGE—LIEN.

Rederiactieselskabet "Superior" v. Dewar (1909) 2 K.B. 998. In this case the plaintiffs were the owners of a ship which had been chartered to the defendants. The charter-party provided that the charterers should be allowed 35 running days for loading and discharge, to be effected according to the custom of the port. Lay days to commence the day after the master has given written notice that his vessel is discharged and ready to receive or discharge cargo. In the event of detention of the vessel by the charterers beyond the laying days, demurrage at a specified rate was to be paid by them "day by day as falling due," and the owners were to have a lien for all "freight, demurrage and all other charges whatever." This action was brought by the shipowners against an indorsee of the bill of lading which incorporated the provisions of the charter-party, to determine the amount of the plaintiffs' lien. Bray, J., who tried the action held that the lien included demurrage at the port of loading, notwithstanding it was made payable "day by day as falling due." He also held that "charges" did not include dead freight, but that it was not necessarily confined to charges specifically mentioned in the charter-party, but included certain expenses incurred by the ship's agents at Buenos Ayres at the request of the charterers' agents. The Court of Appeal (Cozens-Hardy, M.R., and Farwell and Kennedy, L.JJ.) held that the lien for "charges" could not extend as against the defendant, the indorsee of the bill of lading, to any charges not contemplated by the charter-party, and to this extent varied his judgment, which in all other respects was affirmed.

BANK—CHEQUE—CHEQUE DRAWN BY DIRECTORS ON BEHALF OF COMPANY — FORGERY—NEGLIGENCE — PASS BOOK RETURNED WITHOUT OBJECTION—SETTLED ACCOUNT.

Kepitigalla Rubber Estates v. National Bank of India (1909) 2 K.B. 1010. In this case the plaintiffs had a banking account with the defendants, and the plaintiffs when opening the account gave the defendants written authority to honour cheques drawn by two directors of the plaintiff company and its secretary. The secretary fraudulently issued cheques purporting to be signed by two directors, but really forged by him, and had got them cashed by the defendants and had misappropriated the proceeds. After these cheques had been paid by the defendants, the pass book had been from time to time taken out by the plaintiffs and