

ENGLISH CASES.

EDITORIAL REVIEW OF CURRENT ENGLISH
DECISIONS.

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MISTAKE—MONEY CREDITED BY MISTAKE—RECEIPT IN FULL GIVEN.

In *Ward v. Wallis* (1900) 1 Q.B. 675, the plaintiffs sought to recover a sum of money under the following circumstances. In a prior action the plaintiffs had sued the defendant for work and labour done by them as sub-contractors with the defendant, but, by mistake, had given him credit in their claim for a sum of money received from another person of the same name as the defendant. The defendant paid the balance claimed, and took a receipt in full from the plaintiffs. On the mistake being subsequently discovered by the plaintiffs they brought the present action to recover the amount for which they had erroneously given credit, and in the alternative for money had and received by the defendant to their use. Kennedy, J., although of opinion that prima facie the settlement of the claim in the former action would be a bar to re-opening it in any subsequent action where the parties had acted in good faith, was nevertheless of opinion that the settlement was not conclusive when there was a lack of bona fides, and he was of opinion that the defendant had not acted in good faith in taking advantage of the mistake of fact made by the plaintiff, and that the allowance in account was equivalent to payment, and that the plaintiffs, notwithstanding the settlement of the former action, were entitled to recover the amount claimed as money had and received to the plaintiffs' use. He, therefore, gave judgment in favour of the plaintiffs with costs.

CONTRACT—CHARTER PARTY—CONTRACT TO LOAD "A CARGO OF SAY ABOUT 2800 TONS."

Miller v. Borner (1900) 1 Q.B. 691 is an action which turns on the construction of a charter party whereby the charterer undertook to load "a cargo of ore, say about 2800 tons." The actual capacity of the ship was 2880 tons and the charterer loaded 2840 tons. Channell and Bucknill, JJ., held, that the contract differed