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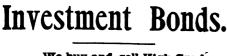
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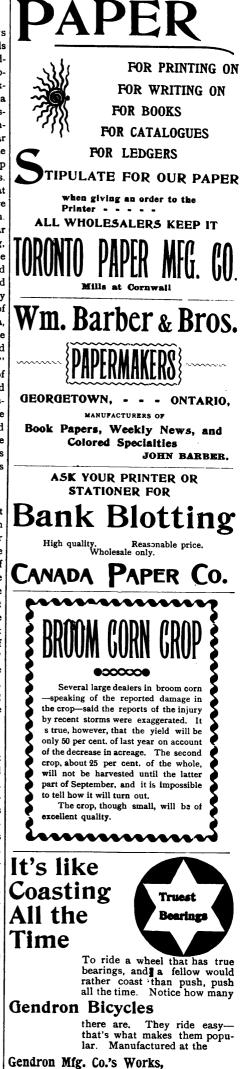
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DECISIONS IN COMMERCIAL LAW.

NOBEL'S EXPLOSIVES COMPANY V. JENKINS AND COMPANY.-The plaintiffs shipped goods which were contraband of war on the defendants' ship for carriage from London to Yokohama under a bill of lading containing the exception of "restraint of princes," and also a special clause that "if the entering of or discharging in the port (of discharge) shall be considered by the master unsafe by reason of war . . . the master may land the goods at the nearest safe and convenient port." The ship also carried goods belonging to other shippers. In the course of her voyage the ship arrived at Hong Kong, and on the day of her arrival there war was declared between China and Japan. There were at that time several Chinese war vessels in and round the port of Hong Kong, and if the master had attempted to sail thence with the plaintiff's goods on board there would have been a serious danger of their being seized and confiscated. The master accordingly landed them there. In an action for breach of contract to carry the goods to Yokohama, Mathew, J., decided that (1) the risk of the goods being seized, if attempted to be carried further, amounted to a "restraint of princes" within the exception; (2) that such risk of seizure, on the voyage between Hong Kong and Yokohama, rendered the "entering of or discharging in the port" of Yokohama unsafe within the meaning of the special clause; and (3) that the master's duty to take care of the cargo justified him, apart from any exceptions in the bill of lading, in landing the plaintiff's goods where he did.

THE "COPERNICUS."-By a policy on freight "at and from any port or ports of loading on the west coast of South America to any port or ports of discharge in the United Kingdom," the freight was to be covered "from the time of the engagement of the goods." Goods were engaged for the vessel which was to earn the freight, and were ready for shipment in her at the time of her loss, which occurred before she arrived at her first loading port on the west coast of South America. Held by the Court of Appeal in England that the "engagement" clause must be construed with reference to the voyage described in the policy, and, therefore, as the vessel had not arrived at her first loading port on the west coast of South America, the risk had not attached.

DICKINS V. GILL.-By the English Post Office (Protection) Act, 1884, "a person shall not make, or, unless he shows a lawful excuse, have in his possession any die, plate, instrument, or materials for making any fictitious stamp." The proprietor of a newspaper circulating among stamp-collectors and others caused a die to be made for him abroad, from which imitations or representations of a current colonial postage-stamp could be produced. The only purpose for which the die was ordered by him, and was subsequently kept in his possession, was for making up the pages of an illustrated stamp catalogue or newspaper called The Philatelist's Supplement, illustrations in black and white and not in colors of the colonial stamp in question, this special supplement being intended for sale as part of his newspapers. Held by the Court of Queen's Bench in England that the possession of a die for making a false stamp, known to be such to its possessor, was, however innocent the use that heaintended to make of it, a possession without lawful excuse within the meaning of the above section.



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