

part of the cargo. The charter-party provided that the freight should be at the rate of 10s. 6d. per ton gross weight of cargo shipped, "payable on right and true delivery of the cargo." The vessel loaded a cargo, but on the voyage part of it was lost. The remainder was delivered at the port of discharge, and the full amount of freight reckoned on the total cargo shipped was collected by the shipowners. The plaintiffs claimed to recover as money had and received to their use the difference between the freight reckoned on the cargo actually delivered, and that shipped. Walton, J., held that they were entitled to recover, and the Divisional Court (Lord Alverstone, C.J., Collins, M.R., and Romer, L.J.) affirmed his decision. Romer, L.J., dissentiente, he being of opinion that the freight, though fixed at so much per ton, was in fact a bargain for a lump sum, and therefore that the shipowners were entitled to the whole freight notwithstanding the partial loss of the cargo.

**SHIP**—DAMAGES FOR DETENTION OF SHIP—NEGLECT TO DISCHARGE CARGO—BILL OF LADING—CARGO TO BE DISCHARGED "AS FAST AS THE STEAMER CAN DELIVER OR GOODS WILL BE LANDED."

*The Arne* (1904) P. 154, was an action by shipowners against the consignees of a cargo for damages for detention of the ship. The bill of lading provided that the consignees were to discharge the cargo as fast as the steamer could deliver "or the same will be transhipped into lighters or landed." The consignees were guilty of delay in discharging the cargo owing to a scarcity of wagons. The County Court judge who tried the action thought that by the terms of the bill of lading the shipowner's only remedy in the event of delay was to transfer into lighters or land the cargo; but the Divisional Court (Jenue, P.P.D., and Barnes, J.) reversed his decision, holding that the shipowner had an option either to pursue his ordinary remedy for damages, or tranship, and further that the shipowner was entitled to damages as the consignees had failed to shew that they had done their best in the circumstances to make the appliances of the port available for the discharge of the cargo.

**PRACTICE**—CONTEMPT—MOTION BY PARTY IN CONTEMPT.

*Gordon v. Gordon* (1904) P. 163, though a divorce case, deserves attention because of the point of practice which it involves. It is well known that the general rule is that a party in contempt cannot