

company picked out twenty boxes and forwarded them to the defendants, but owing to the delay in transit the goods were not in a merchantable condition when they reached the defendants, and they refused to receive them. This was an action for the price. The plaintiff relied on the delivery to the railway company as being a delivery to the defendants, and contended that the property in the goods then passed to them, and therefore that they were henceforth at their risk. The County Court Judge, who tried the action, gave judgment for the plaintiff, but the Divisional Court (Ridley, and Avory, JJ.), held that the statement in the invoice could not be regarded as a term of the contract, because it was not sent until after the contract was complete; and that there had been no real appropriation of goods until after the goods arrived at Holyhead, and after the delay had occurred, which had caused the deterioration of the fish, and the defendants were entitled to reject the fish, and the plaintiff could not recover the price.

CRIMINAL LAW — EVIDENCE — INDECENT ASSAULT — COMPLAINT MADE BY PROSECUTRIX — ADMISSIBILITY — EVIDENCE.

*King v. Norcott* (1917) 1 K.B. 347. This was a prosecution for indecent assault, and the question was whether a statement made by the prosecutrix on the following day to a female friend was admissible evidence. It appeared that the statement was voluntarily made, and partly in answer to questions put by the woman, not of a suggestive or leading character, but which might have had the effect of persuading the girl to tell her unassisted and unvarnished story. The Court of Criminal Appeal (Lord Reading, C.J., and Darling, and Atkin, JJ.), held that it was admissible, and in so doing explain *Rex v. Osborne* (1905), 1 K.B. 551, on which counsel for the prisoner relied.

INSURANCE—LOSS OR DAMAGE TO GOODS—EXCEPTION OF THEFT OR DISHONESTY OF INSURED'S OWN SERVANT—BURDEN OF PROOF—EVIDENCE.

*Hurst v. Evans* (1917) 1 K.B. 352. This was an action on a policy of insurance to recover for loss of and damage to goods occasioned by thieves. The policy was subject to an exception of losses occasioned by theft or dishonesty of servants in the exclusive employment of the insured. The plaintiff was a jeweller, and the loss in respect to which the action was brought, was due