

creditors of the person libelled, may be privileged, but not if made generally to all customers of the agency. This case would seem to be a very fitting illustration of the value of an appeal to His Majesty in Council, but for the ruling of the Privy Council the mercantile community in Australia would have been left to the tender mercies of the mercantile agencies.

SHIP—BILL OF LADING—CONSTRUCTION—"PORT INACCESSIBLE BY ICE"—"ANY OTHER CAUSE"—EJUSDEM GENERIS—ERROR IN JUDGMENT OF MASTER.

*Knutsford v. Tillmans* (1908) A.C. 406 may be well cited as a case of exceptional judicial despatch. The action is known in the courts below as *Tillmans v. Knutsford*, the decision of the court of first instance (1908) 1 K.B. 185 is noted ante, p. 225, and that of the Court of Appeal (1908) 2 K.B. 385 is noted ante, p. 531, and we have now the decision of the House of Lords (Lord Loreburn, L.C., and Lords Macnaghten, James and Dunedin), all within a year. The case, it may be remembered, turns upon the construction of a bill of lading, and whether it afforded the shipowners a sufficient excuse for not delivering the goods covered thereby. The clause relied on by the defendants exonerated them from delivery at the port of discharge in case it should be inaccessible on account of ice, blockade or interdiction, or if entry and discharge at such port should be deemed by the master unsafe in consequence of war disturbance or other cause, and the ship owners were not to be liable for any error of judgment of the master. On arriving at the port of discharge, the ship was prevented from entering by ice, and the master after waiting three days left without making any further effort to enter and landed the goods elsewhere. It was shewn that other ships had entered the port at this time. The courts below held that the defendants were not exonerated from delivering the goods, and the House of Lords affirms that decision and holds that the words "inaccessible" and "unsafe" must be read reasonably and with a view to all the circumstances; and that the words "or any other cause" must be read as being ejusdem generis with war or disturbance, and that as a matter of fact the master was not justified in not delivering the goods at the port for which they were shipped, merely because the port was for three days only inaccessible on account of ice; and that the master never had exercised his judgment within the meaning of the clause relating to errors of judgment on his part.