

REVIEW OF CURRENT ENGLISH CASES.

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ADMIRALTY—BILL OF LADING—INCORPORATION INTO BILL OF LADING OF CONDITIONS OF CHARTER-PARTY—ARBITRATION CLAUSE—STAYING ACTION.

The Portsmouth (1910) P. 293. In this case goods were shipped under a bill of lading which provided for payment of freight "and other conditions as per charter-party." The charter-party provided inter alia for the payment of demurrage, and also contained an arbitration clause in the event of any dispute. The shipowners commenced an action for demurrage against the holder for value of the bill of lading, and an application was then made by the defendant to stay the action, on the ground that the matter in dispute must be referred to arbitration. The County Court judge granted the application and the Divisional Court (Evans, P.P.D., and Deane, J.) affirmed his decision holding that the terms of the charter-party were by reference incorporated into the bill of lading.

EMPLOYERS' LIABILITY—NOTICE OF ACCIDENT—REASONABLE DOUBT AS TO CAUSE OF DEATH—PREJUDICE TO EMPLOYER—WORKMEN'S COMPENSATION ACT, 1906 (6 EDW. VII. c. 58), s. 1, SUB-S. 1, s. 2 (1a), s. 8—(R.S.O. c. 160, s. 13 (5)).

Eke v. Hart-Dyke (1910) 2 K.B. 677 was an action under the Employers' Liability Act, 1906, which contains similar provisions to those in R.S.O. c. 160, s. 13, as to giving of notice. The deceased workman had died in October and no notice of the accident was given until December. The excuse for not giving the notice was the uncertainty of the real cause of the deceased workman's death, and this was held to be a "reasonable cause" for not giving the notice within the statutory period.

COMPANY—WINDING-UP—OFFICIAL RECEIVER AND LIQUIDATOR—FRAUD—EXAMINATION OF PERSON CHARGED—LIQUIDATOR UNSUCCESSFULLY OPPOSING APPLICATION FOR EXCULPATION—JURISDICTION TO ORDER LIQUIDATOR TO PAY COSTS PERSONALLY.

In re Tweddle & Co. (1910) 2 K.B. 697. This is the decision of the Court of Appeal (Cozens-Hardy, M.R., and Farwell and