

EXPROPRIATION OF LAND—PAYMENT OF COMPENSATION INTO COURT—COSTS OCCASIONED BY PAYMENT INTO COURT—COSTS OF PROCEEDINGS FOR PAYMENT OUT OF COMPENSATION—LAND CLAUSES CONSOLIDATION ACT (8-9 VICT. c. 18), s. 80—(RAILWAY ACT, ONT. (R.S.O. c. 185), s. 90 (26)—RAILWAY ACT, CAN. (R.S.C. c. 37), s. 214 (5)—MUNICIPAL ACT (R.S.O. c. 192), s. 329 (4).)

*In re Griggs* (1914), 2 Ch. 547. In this case land had been expropriated by the predecessors of the London County Council, and the purchase money had been paid into Court under the provisions of the Land Clauses Consolidation Act, which provides that the expropriators are to pay the costs of the investment of the moneys, the payment of dividends on the investment, and of "all proceedings relating thereto, except such as are occasioned by litigation between adverse claimants." In order to obtain payment of the money out of Court it became necessary to obtain letters of administration to two persons' estates. Astbury, J., held that the cost of obtaining such letters were part of the costs payable by the expropriators, and the Court of Appeal (Cozens-Hardy, M.R., Eady, L.J., and Pickford, J.) affirmed his decision.

SHIPPING—STEERAGE PASSENGER—CONTRACT TICKET—"FORM APPROVED BY BOARD OF TRADE"—"CONTRACT NOT TO CONTAIN ON FACE THEREOF ANY CONDITION, STIPULATION OR EXCEPTION NOT CONTAINED IN THE FORM"—QUALIFYING CONDITIONS ON BACK OF TICKET—EXCEPTION NOT APPROVED BY BOARD OF TRADE—MERCHANTS SHIPPING ACT, 1894 (57-58 VICT. c. 60), s. 320.

*Ryan v. The Oceanic Steam Navigation Co.* (1914), 3 K.B. 731. This and three other cases included in this report arise out of the loss of the *Titanic*. The plaintiffs were the representatives of deceased steerage passengers suing under the Fatal Accidents Act. The Merchants Shipping Act, 1894, s. 320, provides that contract tickets issued by shipowners must be in the form approved by the Board of Trade; and the Board of Trade had approved a certain form and directed that a contract ticket "shall not contain on the face thereof any condition, stipulation or exception not contained in this form." On the tickets issued to the deceased passengers there were on the back certain conditions which exempted the steamship company from liability for negligence which, as the Court found, had the effect of varying the implied obligations arising from the conditions on the face of the contract. The jury found that the defendants had been