

bury) have reversed the judgment of the Court of Appeal (1914) 1 Ch. 68 (noted ante vol. 50, p. 149), and restored the judgment of Sargant, J. (1913) 2 Ch. 39 (noted ante vol. 49, p. 494). The plaintiff was the purchaser from the defendant of a farm of 84 ac. 3 r. 4 p., subject to a condition that any incorrect statement should not entitle him to compensation. The property was conveyed according to a plan indorsed on the deed. This plan included in the property shewn thereon a strip of 100 feet by 36 feet as to which, to the vendor's knowledge, a third party had acquired a title by possession. Sargant, J., held that this plan could not be treated as *falsa demonstratio*, and the defendant, having no title thereto, was liable in damages. The Court of Appeal held that it was a case of *falsa demonstratio*, and reversed the judgment of Sargant, J., but the House of Lords have now restored the judgment of Sargant, J., and hold that the defendant, having suffered an adverse title to be acquired to the strip in question, that constituted a breach of his implied covenant that he had a right to convey (see R.S.O. c. 109, sec. 22 (1a)).

SHIP — CHARTER PARTY — DEMURRAGE — STRIKE CLAUSE — CONSTRUCTION.

*Central Argentine Ry. v. Marwood* (1915) A.C. 981. This was an action to recover demurrage. Under a strike clause in the charter party the defendants claimed to be exonerated from payment. The charterers were also the consignees of the cargo of coal, and the charter party provided that the cargo should be taken from alongside by consignees at the port of discharge at the average rate of 200 tons per day, weather permitting, Sundays and holidays excepted, provided steamer could deliver at that rate; if longer detained, charterers to pay demurrage at the rate of fourpence a ton per running day. "Time to commence when steamer is ready to unload and written notice given, whether in berth or not. In case of strikes, lock-outs, civil commotions, or any other causes or accidents beyond the control of the consignees, which prevents or delays the discharging, such time is not to count, unless the steamer is already in demurrage." On the arrival at the port of discharge notice of readiness to discharge was given, but all the berths at the port were occupied and there was a strike of stokers at the port. For the first fortnight after her arrival no work of discharging was done at all, but for the next 19 days, after which the strike came to an end, there was a partial resumption of work, and there were dis-