

MARINE INSURANCE—FREIGHT—LOSS NOT INSURED AGAINST.

In *Brankelow S.S. Co. v. Canton Ins. Co.* (1899) 2 Q.B. 178, the plaintiff sued on a policy of insurance of freight payable under a charter party. The freight shipped, and for which bills of lading were given, more than equalled the freight payable under the charter party, but, owing to an accident to the ship in the course of the voyage, part of the cargo was jettisoned, or otherwise lost, and owing to the loss thus occasioned the bill of lading freight received by the plaintiff was less than the freight payable under the charter party. The question in the action was whether this loss of freight was within the perils insured against. The Court of Appeal (Smith, Williams and Romer, L.JJ.) affirmed the judgment of Bruce, J. dismissing the action on the ground that the loss was not due to the perils insured against, but arose from the neglect of the insured to so frame the bills of lading as to preserve to themselves their lien over the whole cargo for the freight payable under the charter party.

TROVER. CONVERSION OF GOODS—ESTOPPEL—PROXIMATE CAUSE OF LOSS—WAREHOUSEMAN.

The Union Credit Bank v. Mersey Docks (1899) 2 Q.B. 205, is a report of the trial of three actions arising out of the fraud of a broker in dealing with goods on which he had obtained advances. The first action related to seventeen hogsheads of tobacco, as to these the facts were as follows: Nicholls, the broker, was entitled to eighteen hogsheads of tobacco in the custody of the defendants as warehousemen. These he pledged with the plaintiffs as security for advances. He subsequently repaid the advance on one hogshead, and presented a delivery order to the plaintiffs for their signature, in which the place for the quantity was left blank. The plaintiffs signed the delivery order in blank, and Nicholls then fraudulently filled in the blank space with the words "eighteen hogsheads" and procured delivery of them all from the defendants, and then disposed of them. Under this state of facts Bigham, J. held that the plaintiffs could not recover, because they had, by signing the order in blank, impliedly given Nicholls authority to fill up the blank, and were estopped from showing that his authority was limited.

In the second action the facts were somewhat different. Nicholls had pledged two separate consignments of tobacco. He paid off