

of Vladivostock on February 12, in company with another vessel, but found it impossible to get in on account of ice, and after endeavouring, on that day and the following, without success, on February 14, left for Nagasaki, where the cargo was discharged. The other vessel tried again and got into Vladivostock on February 15, and evidence was given that between January 23 and February 28, Vladivostock was open and vessels were going in and out almost daily. Channell, J., held that inaccessible in the bill of lading did not mean inaccessible at the moment of the ship's arrival, but inaccessible within a reasonable time after the ship arrived off the port and endeavoured to get in, and, therefore, that the master was not justified in not making a more persistent effort to get into that port in the circumstances. He also held, that "error in judgment" by the master, did not include misconstruction by him of the bill of lading, and also, that the words "or other cause" must be taken to mean other causes ejusdem generis as those previously mentioned, and therefore, that the plaintiffs were entitled to recover for the loss occasioned by the non-delivery of the cargo at Vladivostock. This case has been affirmed by the Court of Appeal: see 124 L. T. Jour. 431.

AGREEMENT FOR CURRENT ACCOUNT—GENERAL LIEN FOR CARRIAGE OF GOODS—LICENSE TO TAKE POSSESSION OF GOODS—BANKRUPTCY OF DEBTOR—DAMAGE FOR TRESPASS CAUSING BANKRUPTCY—CAUSE OF ACTION PASSING TO TRUSTEE IN BANKRUPTCY—SET-OFF.

*Lord v. Great Eastern Ry.* (1908) 1 K.B. 195. This was an action by a trustee in bankruptcy of one Lord, to recover damages against the defendants for an alleged trespass committed against the bankrupt, which occasioned his bankruptcy. The facts of the case were that the defendants had agreed with Lord to let to him, at a monthly rental, a parcel of land for stacking coal unloaded from trucks on the defendants' railway sidings. The land was within the defendants' railway yard, and the defendants also agreed with Lord to open a monthly credit account for the carriage of coal, upon the condition that the defendants should have a lien on all the coal conveyed, and on the defendant's waggons, plant, etc., which should, at any time, be upon the defendants' railway or upon the ground rented by Lord from them; and the company was to be at liberty to close the account at any time on giving one day's notice, whereupon the whole account was to become due. The defendants closed the account