appointed by the charterers, but was paid by and in the service of the ship, and the learned judge (A. L. Smith, J.) was of opinion that a theft by persons in the service of the ship was not within the exception, and gave judgment for the value of the goods in favor of the plaintiffs; and the Court of Appeal (Lord Esher, M.R., and Bowen and Fry, L.JJ.) affirmed his decision, differing from the conclusion of the Supreme Court of New York in *American Insurance Co. of N.Y.* v. *Bryan*, 1 Hill 25, where, under a similar exception, thefts by the crew or by whatever person were held to be covered.

SHIP—CHARTER PARTY—CHARTERER'S LIABILITY CEASE ON CARGO BEING LOADED—LIEN FOR DEMURRAGE—DETENTION AT PORT OF LOADING.

*Clinch* v. *Radford* (1891), 1 Q.B. 525, is another shipping case. The action was by a shipowner against charterers to recover damages for detention at the port of loading. By the charter-party the ship was chartered for a voyage from Newcastle to New South Wales, where she was to load "in the usual and customary manner, a full and complete cargo of coals" to San Francisco, and there to deliver the same, "the cargo to be unloaded at the average rate of not less than 100 tons per working day, . . . or charterers to pay demurrage at the rate of 4d. per ton register per diem, except in case of unavoidable accident . . . the charterer's liability under this charter-party to cease on the cargo being loaded, the owner having a lien on the cargo for the freight and demurrage." The defendants detained the ship in loading sixteen days beyond what was usual and customary. The defendants contended that their liability for detention at the port of loading ceased under the charter-party upon the ship being loaded. Pollock, B., who tried the action, held that the cesser clause did not apply, and on appeal the Court of Appeal (Lord Esher, M.R., Bowen and Fry, L.JJ.) sustained him. The *rationale* of the decision may be gathered from a sentence of the judgment of Fry, L.J.: "The rule that we are *prima facie* to apply to the construction of a cesser clause followed by a lien appears to me to be well ascertained. That rule seems a most rational one, and it is simply this, that the two are to be read, if possible, as co-extensive." In the present case the clause giving the lien only applied to demurrage at the port of discharge and did not cover any claim for damages for detention at the port of loading, hence the cesser of liability did not extend to the latter claim.

SOLICITOR—UNQUALIFIED PERSON ACTING AS SOLICITOR.

*In re Louis* (1891), 1 Q.B. 649, Mathew, J., decided that a process server does not by settling affidavits of service to be made by persons in his employ act as a solicitor.

PRACTICE—COSTS—SPECIAL STATUTE AS TO COSTS—RULES AS TO COSTS DO NOT OVERRIDE STATUTES.

In *Reeve* v. *Gibson* (1891), 1 Q.B. 652, the action was to recover penalties for an infringement of a copyright, which by statute were fixed at 40s. for each infringement and double costs of suit. By 5 & 6 Vict., c. 97, s. 2, all enactments as to double costs were repealed, and instead the parties entitled to such double costs were to receive full and reasonable indemnity as to all costs, charges