

alleged fraudulent and false prospectus issued, as was claimed, by the defendant's authority. The jury found that the prospectus was not issued with the defendants' authority, and that they believed it to be true but that it was false, and that the defendant invested his money on the faith of it. The judgment was in favour of the defendants, and the Judge gave no special direction as to costs, but the judgment as drawn up gave the plaintiff the costs of the issue that the prospectus was fraudulent and false, and that he had invested his money on the faith of it. The defendants appealed from the judgment so far as it directed that the plaintiff should have any costs, and the Court of Appeal (Buckley, Kennedy and Phillimore, L.JJ.) allowed the appeal, being of the opinion that the question as to the fraudulent character of the prospectus, and the question whether the plaintiff had relied on it, were not "issues" within the meaning of the Rules, but merely links in the chain of facts whereby the liability of the defendants was sought to be established. The fact that they were put as separate questions to the jury did not make them "issues"; nor did the fact that they were disputed by the defendants. Definitions are proverbially difficult to make, but Buckley, L.J., offers the following: "An issue is that which, if decided in favour of the plaintiff, will in itself give a right to relief, or would, but for some after consideration, in itself give a right to relief; and if decided in favour of the defendant will in itself be a defence."

CARRIER—CARRIAGE OF GOODS—EXEMPTION FROM LIABILITY
"FOR ANY DAMAGE TO GOODS, HOWEVER CAUSED, WHICH CAN
BE COVERED BY INSURANCE"—DAMAGE OWING TO NEGLIGENCE OF CARRIER—EVIDENCE WHETHER NEGLIGENCE CAUSED
LOSS—ONUS OF PROOF.

Travers v. Cooper (1915) 1 K.B. 73. The defendants in this case were carriers of goods on a barge, under a contract which exempted the defendants from liability for any damage, "however caused," which could be covered by insurance. The barge was left unattended alongside a wharf ready to be unloaded. It took ground at low tide, and when the tide came in it was submerged and the goods were damaged. It was not clear on the evidence whether the fact that the barge was unattended had occasioned the loss. The defendant's theory was that when the tide went out the barge became mud-sucked, and when it came in, even if anyone had been on her the damage could not have been avoided. Pickford, J., who tried the case, gave judgment in favour of the de-