

case sufficient reasons were shewn why the petition should be allowed to proceed to trial, because the petitioners disputed the constitutional power of the Crown to impose the condition of submitting their claim to arbitration.

ADMIRALTY — PRACTICE — COLLISION — BAIL — STATUTORY
LIMIT OF LIABILITY—AMOUNT OF BAIL.

The Charlotte (1920) P. 78. This was an Admiralty action for damages occasioned by a collision, in which the plaintiffs applied for leave to arrest the vessel alleged to be responsible for the collision, the owners of which opposed the application on the ground that they had put in bail for an amount equal to the statutory limit of liability under s. 503 of the Merchant Shipping Act, 1894. The plaintiffs did not admit, but disputed, the facts which entitled the defendants to limited liability. Hill, J., therefore held that the plaintiffs were entitled to arrest the vessel in question unless bail for its full value was put in.

ADMIRALTY—TENDER IN CONSOLIDATED SALVAGE ACTIONS—LUMP
SUM TENDER TO SEPARATE SALVORS—COSTS—SEPARATE
REPRESENTATION OF MASTER AND CREW.

The Creteforest (1920), P. 111. In this case two actions for salvage had been brought, one by the masters of two tugs, and the other by the crews of the same two tugs. The actions were consolidated and the conduct of the consolidated action was given to the masters. The defendants tendered a lump sum in satisfaction of all claims but their affidavit of values was only handed to the plaintiffs on the day of trial. Although Hill, J., held the tender to be sufficient, he also held that, according to *The Lee* (1893), P. 233, where, as in this case, a lump sum is tendered to answer several consolidated claims, the defendant runs the risk that the Judge may say it was reasonable for the plaintiffs to go to trial, even though the tender is held to be sufficient, and the lateness of the delivery of the affidavit as to values he considered justified him in adopting that view in the present case. He therefore awarded to the tug owners their costs of action, but considered the crews were not entitled to separate representation and made no order as to their costs.

ADMIRALTY—LIMITATION OF ACTION—UNCONDITIONAL APPEAR-
ANCE—WAIVER.

The Llandoverly Castle (1920) P. 119. This was a salvage action, and the simple question involved was, whether or not the defendants, by entering an unconditional appearance, waive the right to set up the defence of the Statute of Limitations. Hill, J., decided that they did not.