

la partie qui l'a poursuivi son obtention d'aucune portion du montant qu'il comporte, ne peut être revoqué par tierce opposition du débiteur de cette créance qui est le donateur du fol adjudicataire, et qui l'a garanti contre son existence.—*Ross v. Corrigan* (Court of Review), 7 Q. L. R. 91.

*Contract—Engineer's certificate.*—A covenant in a contract for the construction of railway works, between the chief contractor and a sub-contractor, that the qualities and quantities of the work done by the sub-contractor, and the amount of the payments to be made by the chief contractor to the sub-contractor, should be ascertained and determined by an engineer to be named by the chief contractor, is a valid and reasonable covenant.

2. The contractor could not have the advantage of the said covenant, as regards works done by the sub-contractor, not alleged by either of the parties to have been done under the contract, although alleged and proved to have been done in connection with and whilst the works contracted for were in progress.—*Savard v. McGreevy* (Ct. of Review) 7 Q.L.R. 97.

*Location ticket—Trespass.*—The "location ticket," or instrument in the nature of a sale from the crown, of the plaintiff being virtually a sale conveying ownership, he had a right to recover the value of timber cut by others upon the land, notwithstanding that according to the conditions the plaintiff had no right to the timber himself. Even if the location ticket were a mere license of occupation and did not convey ownership, the plaintiff being allowed by law to "maintain suits in law or equity against any wrong-doer or trespasser as effectually as he could do under a patent from the Crown," would still have a right to recover the value of the timber, notwithstanding the said condition.—*Dinan v. Breakey* (Ct. of Review), 7 Q. L. R. 120.

*Executors—Solidarity.*—Les exécuteurs testamentaires conjoints, qui ont pris indivisément possession des biens de la succession, non seulement doivent un seul et même compte, mais sont solidairement tenus au paiement de son reliquat.—*Hoffman v. Pfeiffer*, (C.S.), 7 Q. L. R. 125.

#### RECENT ENGLISH DECISIONS.

*Maritime law—Obligation of ship to adhere to*

*charter party—Deviation.*—The primary obligation of a ship under charter is to proceed if possible, to the place named in the charter-party; but it is not necessary, in order to free the ship from this obligation, and to substitute an alternative destination, that she should be prevented by a permanent physical obstruction, if the obstruction is such as to cause a delay so unreasonable as to make the prosecution of the voyage impossible from a mercantile point of view. By a charter-party it was provided that a ship of the respondents should carry a cargo of timber from the Baltic to the Surrey Commercial Docks, "or so near thereto as she may safely get and lie always afloat," and should deliver the same to the appellants on payment of freight, "the cargo to be received at port of discharge as fast as steamer can deliver." When she arrived in the Thames the Surrey Commercial Docks were so crowded that she was not able to be received in them, and it appeared from the evidence that she would not have been admitted for many weeks. She accordingly took up her position in the river, and ultimately discharged her cargo into lighters. In an action brought by the owners against the charterers for demurrage, *held*, (affirming the judgment of the court below), that the delay was so great as to make it unreasonable for the ship to wait for admission into the docks, so that the alternative in the charter-party came into operation, and the voyage was at an end when the ship was moored in the river ready to discharge her cargo, the charterers' liability began from that date. Cases referred to: *Brown v. Johnson*, 10 M. & W. 331; *Ogden v. Graham*, 1 B. & S. 773; *Samuel v. Royal Exch. Ins. Co.*, 8 B. & C. 119; *Shield v. Wilkins*, L. R., 5 Ex. 304; *Schilzei v. Derry*, 4 E. & B. 873; *Metcalfe v. Britannia Iron W. Co.*, L. R., 1 Q. B. D. 613; *Parker v. Winslow*, 7 E. & B. 942; *Bastifell v. Lloyd*, 1 H. & C. 388; *Hillstrom v. Gibson*, 8 Ct. Sess. Cas., 3d ser. 463; *Cappen v. Wallace*, L. R., 5 Q. B. D. 163; *Moss v. Smith*, 9 C. B. 94; *Geipel v. Smith*, L. R., 7 Q. B. 404; *Jackson v. Union Mar. Ins. Co.*, L. R., 8 C. P. 572; *S. C.*, 10 C. P. 125; *Hadley v. Clark*, 8 T. R. 259; *Burmester v. Hodgson*, 2 Camp. 483; *Randall v. Lynch*, id. 352. House of Lords, Jan. 13, 1881. *Dahl & Co. v. Nelson & Co.* Opinions by Lords Blackburn and Watson. (44 L. T. Rep. [N. S.] 381.)