

certain cases to be sold in a "sealed vessel" because the gummed paper can be removed by being dampened. "Sealed" as defined by the Act means secured with any substance without the destruction of which the cork, plug, or stopper, cannot be withdrawn.

CARRIER—CONTRACT—EXEMPTION OF LIABILITY FOR LOSSES WHICH CAN BE COVERED BY INSURANCE—NEGLIGENCE OF CARRIERS' SERVANTS.

Price v. Union Lighterage Co. (1903) 1 K.B. 750, is a case which shows that it is not an easy thing for a carrier to escape liability for the negligence of himself or his servants. In this case goods were loaded on a barge under a contract with defendants for their carriage by which the defendants stipulated they were not to be liable "for any loss or damage to goods which can be covered by insurance." Through the negligence of the defendants' servants the barge sank, and the goods were lost. It was conceded by Walton, J., that the loss was one that could be insured against, but he nevertheless held that, in the absence of an explicit stipulation that the defendants were not to be liable for negligence, they were bound to use reasonable care, and the loss having been occasioned by the negligence of the defendants' servants they were liable therefor, notwithstanding the stipulation above mentioned.

VENDOR AND PURCHASER—CONTRACT FOR SALE OF REAL ESTATE—"WILFUL DEFAULT" BY VENDOR—INTEREST ON PURCHASE MONEY—DISPUTE AS TO FORM OF CONVEYANCE—LAND IN OCCUPATION OF VENDOR OCCUPATION RENT.

In *Bennett v. Stone* (1903) 1 Ch. 509, the Court of Appeal (Williams, Stirling, and Cozens-Hardy, L.JJ.) have affirmed the judgment of Buckley, J. (1902) 1 Ch. 226 (noted ante vol. 38, p. 298), but no two of them agree. The action was for specific performance of a contract for the sale of land, and the point in dispute was as to the interest payable on the purchase money and the liability of the vendors for an occupation rent. The conditions provided that if from any cause other than the wilful default of the vendors the purchase was not completed by Jan. 2, 1899, the purchase money was to bear interest at 5 per cent. The purchaser tendered a draft deed, to a clause in which the vendors objected, and they made a change which the purchaser refused to accept. The vendors then threatened to cancel the contract if the