

PRACTICE—SPECIALLY INDORSED WRIT—REDUCTION OF AMOUNT  
CLAIMED BY PAYMENT AFTER WRIT—JUDGMENT IN DEFAULT  
OF APPEARANCE, FOR SUM IN EXCESS OF AMOUNT DUE—SETTING  
ASIDE JUDGMENT—AMENDMENT.

*Muir v. Jenks* (1913) 2 K.B. 412. In this case on 2nd May, 1912, the plaintiff issued a specially indorsed writ for £328 16s. 7d. On 8th May, 1912, £20 was paid to them in reduction of the claim. On 15th May, 1912, the plaintiff signed judgment in default of appearance, for £328 16s. 7d., the amount indorsed on the writ. The plaintiff having instituted bankruptcy proceedings, founded on the judgment, on 7th March, 1913, the defendant applied to set aside the judgment, on the ground that the writ had not been properly served upon the defendant, and at the hearing of the application, he took the objection that the judgment was in excess of the amount actually due. The Master dismissed the application, and Bucknill, J., confirmed his decision; but the Court of Appeal (Buckley, and Kennedy, L.JJ.), held that, where a plaintiff obtains a wrong judgment, it is his duty, and not that of the defendant, to get it put right, and, therefore, that the defendant was not in any way prejudiced by the delay which had taken place. And, as, on the application before the Master, the plaintiff had refused an offer to amend the judgment, because, in the bankruptcy proceedings, he had only claimed the amount actually due: the Court of Appeal held that the defendant was entitled to have the judgment set aside, with costs, which was accordingly done.

SHIP—BILL OF LADING—FREIGHT PAYABLE BEFORE DELIVERY—  
GOODS PLACED BY SHIPOWNER IN WAREHOUSE TO BE HELD FOR  
HIM—NO NOTICE GIVEN OF LIEN FOR FREIGHT—RIGHT OF  
CONSIGNEE TO DELIVERY ON DEPOSIT OF FREIGHT WITH WARE-  
HOUSEMAN—MERCHANTS SHIPPING ACT, 1894 (57-58 VICT.  
C. 60), ss. 493-496.

*Dennis v. Cork S.S. Co.* (1913) 2 K.B. 393. In this case the plaintiffs were consignees of certain goods carried by the defendants' steamship from Antwerp to Southampton, under a bill of lading providing that the shipowner shall have a lien for freight, which was to be paid "at destination, before delivery," and that the goods should be taken from alongside by the consignee, as soon as the vessel was ready to discharge, and that otherwise they might be "landed, put into lighters, or stored by the steamer's