ceed to sea in, or to desert from, his ship, shall be liable to a penalty. A seaman was engaged to serve on board the applicant's ship, but had not signed any agreement and the defendant had attempted to persuade him not to join the applicant's ship. He subsequently signed the agreement but acting on the defendant's persuasions, refused to go to sea. There was no evidence that the defendant had used any persuasion after the seaman had signed the articles. On this state of facts the defendant was convicted, and the Divisional Court (Darling and Atkin, JJ.) affirmed the conviction. The court holding that the ship the seaman had agreed to join was his ship although he had not signed the agreement.

SHIP —BILL OF LADING—EXEMPTION FROM LIABILITY—FIRE—PERILS OF SEA—DANGEROUS CARGO—DEFECTIVE STOWAGE—STOWAGE RENDERING VESSEL UNSEAWORTHY—MAINTENANCE OF VESSEL—MERCHANT SHIPPING ACT, 1894 (57-58 VICT. C. 60), S. 502.

Ingram v. *Services Maritimes* (1914) 1 K.B. 541. This was an action by the plaintiffs to recover the value of goods shipped on board the defendants' vessel. The defendants relied on the provisions of s. 502 of the Merchant Shipping Act as exempting them from liability; the loss in question having been caused by fire, but Scrutton, J., held that the defendants were not entitled to the protection of that section because the cargo had not been properly stowed and owing to the defective stowage the vessel became unseaworthy, and such defective stowage had occasioned the fire and loss of the goods in question, without the actual fault or privity of the defendants, within the meaning of the statute, but that the following exceptions in the bill of lading disentitled them to the protection of the statute "(1) Fire on board . . . and all accidents, loss and damage whatsoever from . . . the perils of the seas . . . or from any neglect or default whatsoever of . . . the master, officers, engineers, crew, stevedores or agents of the owners . . . in the management, loading, stowing or otherwise . . ." "(11) It is agreed that the maintenance by the shipowners of the vessels' class . . . shall be considered a fulfilment of every duty, warranty or obligation, and whether before or after the commencement of the said voyage." The learned judge considered that these express provisions in regard to fire and maintenance of the vessel excluded the operation of the Act, but the Court of Appeal (Williams, Buckley and Kennedy, L.JJ.) held that neither of these exceptions precluded the defendants from the benefit of the Act, and the judgment of Scrutton, J., was therefore reversed.