a right to catch a seal in Behring's Sea if England has not. The *modus vivendi* has been continued, as we have always contended it should be. The arbitration will settle the vexed question whether the United States have or have not the exclusive right they claim, and also that relating to a close season if necessary; a point on which it is said the experts employed by the contending parties do not agree. The costs of the arbitration and of the continuance of the *modus vivendi* must be paid by the party by whose fault or error they are occasioned, and will be as nothing in comparison with the mischief which would attend the prolongation of this dispute between two nations whose relations should be more friendly and between whom "a small unkindness is a great offence."

COMMENTS ON CURRENT ENGLISH DECISIONS.

(Law Reports for June—*Continued.*)

ADMIRALTY—COLLISION—LATENT DEFECT IN STEERING APPARATUS—INEVITABLE ACCIDENT—EVIDENCE, ONUS OF PROOF.

In *The Merchant Prince* (1892), P. 179, the Court of Appeal (Lord Esher, M.R., and Fry and Lopes, L.JJ.) have reversed the decision of the President, noted *ante* p. 134, on the ground that the defendants had failed to satisfy the burthen of proof by showing that the collision was in fact occasioned by inevitable accident. To do this, the Court of Appeal held that it was incumbent for them to show that the cause of the accident was one not produced by the defendants, and the result of which they could not have avoided. Here it appeared that the defendants knew of the tendency of a new chain to stretch, and therefore that an accumulation of links at the leading wheels of the steering gear might cause jamming, and, considering the crowded state of the river when the accident occurred, they might have prevented the accident by having hand-steering gear ready for immediate use in case of necessity.

MORTGAGE—PATENT—CO-OWNERS OF PATENT BY PURCHASE—ONE CO-OWNER MORTGAGEE OF SHARE OF OTHER CO-OWNER—PATENT WORKED BY MORTGAGEE CO-OWNER—REDEMPTION—ACCOUNT.

Steers v. Rogers (1892), 2 Ch. 13, was a redemption action brought by one co-owner of a patent against his co-owner, to whom he had mortgaged his share of the patent. The patent had been acquired by the plaintiff and defendant by purchase, and subsequently to the mortgage of the plaintiff's share the defendant had worked the patent by making machines thereunder, which he had sold at a profit, but he did not grant licenses, nor receive royalties. At the trial, judgment was given directing (1) an account of what was due on the mortgage; (2) an account of profits come to the hands of the defendant as mortgagee. On bringing in his account, the defendant claimed that the profits he had derived from working the patent were not received by him as mortgagee, but as co-owner of a moiety of the patent, and that he was not accountable therefor to the plaintiff. This contention was sustained by Romer, J., and by the Court of Appeal (Lindley and Kay, L.JJ.), and it was held that the form of the judgment did not preclude the defendant from taking that position.