

of their Lordships held that that case was distinguishable as there the innuendo was that the plaintiff "was unable to pay his debts," and here the innuendo is that "he was given to, or had begun to refuse to pay his debts."

SHIP—CHARTERPARTY—DEMURRAGE—FIXED RATE OF DISCHARGE, PROVIDED STEAMER CAN DISCHARGE AT THAT RATE—DELAY OCCASIONED BY SHORTAGE OF LABOUR.

*Alexander v. Aktieselskabet, etc.* (1920) A.C. 88. This also was an appeal from the Scotch Court of Session. The action was for demurrage by shipowners against the charterers of a vessel. The charterparty provided that the ship should be loaded and discharged at a specified rate per day "provided steamer can load and discharge at that rate." The vessel arrived at the port of discharge and the owners and the charterers employed the same stevedore to discharge the vessel, but by reason of the shortage of labour it took seven days more than it ought to have taken to discharge the vessel and the plaintiffs claimed for seven days demurrage. The majority of the House of Lords (Lords Finlay, Cave, Dunedin and Shaw) affirmed the Court of Session in holding that the charterers were liable for the demurrage claimed, and that the proviso as to the steamer being able to discharge at the specified rate merely applied to its physical capacity, and did not extend to any inability to discharge owing to a want of labour. Lord Wrenbury dissented and considered that the proviso extended not merely to the physical capacity and mechanical sufficiency of the ship's appliances, but also included such labour as was reasonably necessary to operate such appliances, and inasmuch as by reason of the shortage of labour the ship's appliances for unloading could not be effectively operated, the proviso cast upon the ship the responsibility for the delay so occasioned.

AGREEMENT OF BANK TO SUPERVISE BUSINESS OF CUSTOMER DURING HIS ABSENCE ABROAD—BANKRUPTCY OF CUSTOMER OWING TO NEGLIGENCE OF BANK—ACTION BY BANKRUPT AND HIS TRUSTEE FOR BREACH OF AGREEMENT—INJURY TO CREDIT AND REPUTATION—PERSONAL RIGHT OF BANKRUPT TO DAMAGES—POINT OF LAW NOT TAKEN AT TRIAL—NEW TRIAL.

*Wilson v. United Counties Bank* (1920) A.C. 102. This was an appeal from a judgment of the Court of Appeal. The action was brought by a bankrupt and his trustee to recover damages for breach of an agreement made by the bankrupt before his bankruptcy with the defendants, whereby the latter agreed to supervise