SHIP—CHARTER PARTY—ADVANCE FREIGHT TO BE PAID, "IF REQUIRED"—DEMAND OF ADVANCE FREIGHT AFTER LOSS OF CARGO—LIABILITY OF CHARTERER.

In *Smith* v. *Pyman* (1891), 1 Q.B. 742, the Court of Appeal (Lord Esher, M.R., and Fry, L.J.) determined that under a charter party entitling the ship-owner to advance freight, "if required," the ship-owner is not entitled to demand advance freight after the vessel is wrecked and the cargo lost.

CRIMINAL LAW—BREACH OF STATUTORY DUTY, WHEN INDICTABLE—REMEDY FOR OFFENCE CREATED BY STATUTE.

The Queen v. *Hall* (1891), 1 Q.B. 747, was an indictment for breach of a duty imposed by statute on the defendant, and a motion was made to quash the indictment on the ground that the statute having imposed a penalty for breach of its provisions, and the offence not having been previous to the statute an offence at common law, no indictment would lie; and after an elaborate review of the authorities, Charles, J., so held, and quashed the indictment. Where a statute, however, imposes an additional remedy for an offence which was previously indictable at common law, there the remedies are cumulative.

STATUTE—CONSTRUCTION.

In *Kennedy* v. *Cowie* (1891), 1 Q.B. 771, a question as to the proper construction of a statute was determined by Day and Lawrance, JJ. The statute in question, which was the Conspiracy and Protection of Property Act, 1875, enacts that it shall not apply to seamen; and the question was whether an offence against a seaman was excluded from the Act by this section; and it was held that, although seamen could not be punished for an offence under it, yet an offence against a seaman was not excluded from the provisions of the Act.

CLAIM AND COUNTER-CLAIM—COSTS—LIEN—SOLICITOR, LIEN OF—MONEY PAID INTO COURT.

In *Westacott* v. *Bevan* (1891), 1 Q.B. 774, the plaintiff claimed £742 for work; the defendants paid £500 into court, with a denial of liability, and also counter-claimed for damages for the plaintiff's delay in completing the work. The plaintiff proceeded with the action, and £426 was found due to him on his claim; and £200 to the defendants on their counter-claim. The plaintiff's solicitor, under a statute of which we have no counterpart in Ontario, claimed a charge on the £500 paid into court for his costs, as being money "recovered or preserved" through his instrumentality; but the Court (Wills and Vaughan Williams, JJ.) were of opinion that although under the English acts the plaintiff might have taken the £500 out of court and abandoned the residue of his claim, yet, as he had not done so, his solicitor, under whose advice he proceeded with the action, could not be said to have "recovered or preserved" the £500, but rather the reverse. It was also argued that at any rate the claim and counter-claim were distinct actions, and therefore the plaintiff's solicitor was entitled to a charge on the £465 recovered on the claim; but the court came to the conclusion that a claim and counter-claim are not for all purposes distinct actions; and here, as the claim and counter-claim arose out of the same transaction, it was only the ultimate balance, after deducting the counter-claim, which could be said to have