

on. The prosecutor had omitted to give notice to produce the notice posted up in the factory and offered secondary evidence of its contents. The magistrates held that the notice could have been produced, and was subject to the ordinary rules of evidence and that as no notice to produce it had been given, secondary evidence of its contents was inadmissible; but the Divisional Court (Ridley, Scrutton and Bailhache, JJ.) thought that the document in question was within the exception to the rule, as being a case in which the production of the original document would be physically impossible or highly inconvenient; because the Act required that the notice in question should be kept constantly on the walls of the factory and a breach of that provision rendered the occupier of the factory liable to a fine. The magistrates were, therefore, held to have erred.

ADMIRALTY—DAMAGE TO CARGO—BREACH OF CONTRACT—THROUGH
BILL OF LADING—TRANSHIPMENT—UNSEAWORTHY LIGHTER—
“SHIPPERS’ RISK”—SHIP’S EXPENSE—SHIPOWNERS’ LIABILITY.

The Gallileo (1914) P. 9. This was an action against a shipowner to recover for loss of cargo in the following circumstances. The goods in question were shipped at New York on board the defendants’ steamship to be carried to Hull and there transhipped into another of the defendants’ steamships for conveyance to a port in Sweden. The through bill of lading contained among other conditions the following, “to be delivered in like good order and condition at the port of Hull, to be thence transhipped, at ship’s expense and at shippers’ risk, to the port” in Sweden. “It is mutually agreed that the carrier shall have liberty to convey goods in craft or lighters to and from the steamer at the risk of the owners of the goods. That the carrier shall not be liable . . . for risk of craft, hulk, or transshipment,” and “the goods are subject to any further clauses in the bills of lading in use by the route beyond Hull and the liability of each carrier is limited to its own line.” The goods arrived in good order at Hull and were there transferred to a lighter whilst waiting to be transhipped to another of the defendants’ steamships for conveyance to Sweden. The lighter proved to be unseaworthy and sank with the plaintiffs’ goods. The question, therefore, was whether having regard to the terms of the bill of lading the defendants were liable for the loss, and the Court of Appeal (Lords Parker and Sumner and Warrington, J.) affirming