strict sense of that term, and that a clergyman having the cure of souls is, as such, in no case "a public officer." "It is not enough that the due discharge of the duties of the office should be for the public benefit in a secondary or remote sense."

LANDLORD AND TENANT—LEASE—BREACH OF COVENANT FOR PAYMENT OF RENT—PROVISO FOR RE-ENTRY, CONSTRUCTION OF.

In *Shepherd* v. *Berger* (1891), 1 Q.B. 597, the action was brought by a lessor to recover possession of the demised premises under a proviso for re-entry contained in the lease, to the effect that "if and whenever" any one quarter's rent should be in arrear twenty-one days, and no sufficient distress could be levied, the lessor should be entitled to re-enter. Three quarters' rent was in arrear on 25th March, 1890; on the 25th April, 1890, the lessor distrained, and after the sale of the distress there remained due more than a quarter's rent. On the 25th May the writ issued. The Court of Appeal (Lord Esher, M.R., and Bowen and Fry, L.JJ.), overruling Day and Laurance, JJ., were of opinion that the plaintiff was entitled to succeed by virtue of the words "if and whenever," which Bowen, L.J., considered were tantamount to "if and as often as," and that whenever the two conditions co-existed, viz., a quarter's rent in arrear for twenty-one days, and no sufficient distress, the plaintiff's right of re-entry arose.

SHIP—BILL OF LADING—SHIP-OWNER'S LIABILITY—DEVIATION—"NECESSITY."

Phelps v. *Hill* (1891), 1 Q.B. 605, was an action for non-delivery of goods pursuant to bill of lading of goods shipped in the defendant's vessel. The vessel had started on her voyage, but being overtaken by bad weather was damaged, and had to put back for repairs. She was taken to Bristol, and on her way there was run into by another vessel and sunk. The plaintiffs contended that the deviation rendered necessary for the purpose of repairs was only so far as the nearest port where such repairs could have been properly effected and the cargo properly dealt with, which was either Queenstown or Swansea, either of which places was nearer than Bristol. But the Court of Appeal (Lindley, Lopes and Kay, L.JJ.) were of opinion that where the master, in *bonâ fide* exercise of his judgment, for the benefit of both the ship-owner and the owner of the cargo, chooses a port in preference to a nearer one, the court or jury ought not on light grounds to come to the conclusion that the deviation was unauthorized. The action therefore failed, there being circumstances shown warranting the taking of the ship to Bristol rather than to either of the other ports named.

SHIP—BILL OF LADING—EXCEPTION OF "PIRATES, ROBBERS, OR THIEVES, OF WHATEVER KIND, WHETHER ON BOARD OR NOT, OR BY LAND OR SEA"—THEFT BY PERSONS IN SERVICE OF SHIP.

Steinman v. *Angier Line* (1891), 1 Q.B. 619, was another action for non-delivery of goods, pursuant to a bill of lading, which contained an exception clause whereby the defendants were not to be liable for losses caused (*inter alia*) "pirates, robbers, or thieves, of whatever kind, whether on board or not, or by land or sea, rain, spray, barratry of the master or mariners," etc. The judge at the trial found that the goods in question were stolen, after being shipped, by some or one of the stevedores. The stevedore was, by the terms of the charter-party,