

SHIP—CHARTER-PARTY—DEMURRAGE PAYABLE DAY BY DAY—LIEN  
FOR DEMURRAGE.

*Rederiactieselskabet "Superior" v. Dewar* (1909) 1 K.B. 948. This case is chiefly remarkable for the plaintiff's name; the legal points decided by Bray, J., are (1) that where a charter-party provides that demurrage shall be payable at a specified rate "day by day" and also provides that the owner shall have a lien upon cargo for "all freight demurrage and all other charges whatsoever," these provisions are not inconsistent, and the owner is entitled to a lien for demurrage notwithstanding it is stipulated that it shall be paid "day by day"; (2) he also held that "charges" did not include "dead freight" i.e., freight payable in respect of unused space.

EMPLOYERS' LIABILITY -- WORKMAN -- COMPENSATION NOTICE OF  
ACCIDENT—ONUS OF PROOF—FAILURE TO GIVE NOTICE.

*Hughes v. The Coed Talon Colliery Co.* (1909) 1 K.B. 957 was an action by a workman against his employers to recover compensation for an injury sustained in the course of his employment. No notice in writing of the alleged accident had been given to the defendants who set up this as a defence. The County Court judge who tried the action gave judgment for the plaintiff. The Court of Appeal (Cozens-Hardy, M.R. and Moulton and Farwell, L.J.J.) reversed his decision, holding that the onus was on the plaintiff to shew that the defendants had not been prejudiced by the neglect to give the notice, and that such onus had not been discharged.