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Contracts
with
clauses
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Recent
cases :—

Bill of
lading

In *James Morrison & Co., Ltd. v. Shaw Savill and Albion Company*, [1916, 1 K.B. 747; C.A., 1916, 32 T.L.R. 712], the plaintiffs, endorsees of a bill of lading in respect of wool shipped on the defendants' steamer, sued to recover damages for the value of the wool, as the ship had been torpedoed and sunk near the Havre lightship. The bill of lading had a marginal note: "Direct service between New Zealand and London" and provided in a clause for "liberty on the way to London to call and stay at any intermediate port". Havre was not one of the usual ports of call for the defendants' line. It was held by *Bailhache J.* that calling at Havre was not within the liberties reserved by the bill of lading, as Havre was not an "intermediate" port, and therefore that the plaintiffs could recover.

Contract of
carriage

In *Cooke v. Thomas Wilson Sons & Co., Ltd.* [1915, 114 L.T. 268] the plaintiff was a passenger by the defendants' steamer on a trip from Hull to Archangel. The passenger ticket on its face bore a condition that the defendants would not be responsible for any loss, damage or detention of luggage in any circumstances, nor for any personal injuries or other loss or damage arising from collision, perils of the sea, or from any act, neglect or default of the pilot, master, mariners, etc. The steamer struck a mine and foundered owing to the negligence of the defendants' servants. In an action by the plaintiff for damages for personal injuries and shock and