

CHARTERPARTY—CONSTRUCTION—PROVISION FOR CESSER OF HIRE
—EJUSDEM GENERIS RULE.

S.S. "Magnihild" v. McIntyre (1920) 3 K.B. 321. In this case the construction of a provision in a charterparty for cesser of hire was in question, and whether or not the *ejusdem generis* rule was applicable. The clause provided that "in the event of loss of time from deficiency of men or owners' stores, breakdown of machinery, or damage to hull, or other accident preventing the working of the steamer and lasting more than twenty-four consecutive hours, the hire shall cease from the commencing of such loss of time until she shall be again in an efficient state to resume her service; but should the steamer be driven into port, or to anchorage by stress of weather, or from any accident to the cargo, or in the event of the steamer trading to shallow harbours, rivers or ports where there are bars causing detention to the steamer through grounding or otherwise, time so lost and expenses incurred (other than repairs) shall be for charterers' account." While on its way up a river to a port to discharge the vessel got and remained aground on soft clay from Oct. 16 to Oct. 24, and was damaged by the occurrence. Repairs commenced on Nov. 8 and occupied a substantial time. The port to which she was going was a safe port, there was no bar in the harbour river or part which caused the detention through grounding or otherwise. In an arbitration between the owners and charterers the arbitrator awarded that the hire ceased between Oct. 16 and 24, and also during the time occupied in the repairs. On an appeal from the award, the owners contended that the words "or other accident" must be construed according to the *ejusdem generis* rule and therefore that the provision for cesser of hire did not apply in the circumstances. McCardie, J., however, held that the rule did not apply and that the words covered any accidental occurrence to the vessel which prevented her working more than twenty-four consecutive hours, except of course those expressly excepted.

COMPANY—UNDERWRITING CONTRACT—SUBUNDERWRITING CONTRACT—AUTHORITY TO APPLY FOR SHARES—AUTHORITY COUPLED WITH INTEREST—IRREVOCABLE AUTHORITY—WITHDRAWAL OF AUTHORITY TO SUBSCRIBE FOR SHARES BEFORE NOTICE OF ALLOTMENT—RECTIFICATION OF REGISTER OF SHAREHOLDERS.

In re Olympic Fire & General Re-insurance Co. (1920) 2 Ch. 341. This was an appeal from a decision of Lawrence, J., refusing