

the circumstances the defendants undertook the liability of common carriers; and Hamilton, J., before whom that question was tried, held that they did not, but were only liable for negligence.

SHIP—CHARTER-PARTY—DEMURRAGE CLAUSE—NO TIME SPECIFIED FOR DEMURRAGE.

Wilson v. Otto Thoresen (1910) 2 K.B. 405. This was an action by the charterers of a vessel to recover damages occasioned by the vessel leaving port before she had loaded a complete cargo. The charter-party contained the following clauses: "Cargo to be loaded and discharged as fast as steamer can receive and deliver as customary at respective ports and during customary working hours thereof." "If vessel be longer detained to be paid at the rate of four pence per gross register ton per day." The ship arrived at Calais and commenced loading at 12.30 p.m. the same day. The customary working hours were from 7 a.m. to 5.30 p.m. A reasonable time for loading the cargo was $2\frac{1}{2}$ days, and that time would be up on 20th December at 5.30 p.m. The ship was advertised to leave Las Palmas with a cargo of fruit on 7th January, and the master being anxious to arrive at that port in time left Calais at 4 p.m. on December 30, having an incomplete cargo; had she waited until 5.30 p.m. the following day 136 tons more of cargo could have been loaded. The question, therefore, was whether the vessel was bound to wait a reasonable time on demurrage, there being no fixed time named for demurrage. Bray, J., held that where a contract is silent on this point the law limits the time of demurrage to what is reasonable in the circumstances, and he, therefore, held that the defendants were liable for the damages less one day's demurrage.

ESTOPPEL—RES JUDICATA—LANDLORD AND TENANT—AGREEMENT FOR LEASE—ACTION FOR RENT—DEFENCE OF NO CONCLUDED AGREEMENT—SECOND ACTION—DEFENCE OF STATUTE OF FRAUDS.

In *Humphries v. Humphries* (1910) 2 K.B. 531 the Court of Appeal (Cozens-Hardy, M.R., and Farwell and Kennedy, L.JJ.) have unanimously affirmed the judgment of the Divisional Court (1910) 1 K.B. 796, noted ante, p. 443.

CONTRACT—BREACH OF CONTRACT—DAMAGES CONTINGENT PROFITS—REMOTENESS—COSTS.

Sapwell v. Bass (1910) 2 K.B. 486 was an action to recover