

not sufficiently taken into account the fact that there was no considerable danger incurred, and that it was merely a matter of towage and the consequent delay and expense.

COMPANY—RECEIVER AND MANAGER—SHIPMENT OF GOODS BY
RECEIVER—BILL OF LADING—LIEN FOR PREVIOUSLY UNSATIS-
FIED FREIGHT.

Whinney v. Moss SS. Co. (1910) 2 K.B. 813. The plaintiff in this case had been appointed the receiver and manager of a brewery company, and carried on the business in its name and as such receiver in the name of the company requested the defendant to carry a quantity of beer to be delivered in Malta. The bill of lading stipulated that the defendants were to have a lien on the goods for the freight and also for any other freight due from "the shippers or consignees" to them. The defendants refused to deliver the beer at Malta without payment of certain unsatisfied freight due to them by the brewery company on previous transactions. This demand was paid under protest and the present action was brought to recover it and the simple question was whether or not the defendants had had a valid lien therefor. Hamilton, J., who tried the action gave judgment for the defendants but the Court of Appeal (Williams, Moulton and Buckley, L.J.J.) came to the conclusion (1) that the bill of lading had not the effect of giving them a lien, and (2) that it was not competent for the plaintiff to give the defendants such a lien without the leave of the court. The defendants being aware that the plaintiff was carrying on the business of the company as receiver and manager and having really dealt with him on that footing the court considering it immaterial whether or not they knew he had been appointed by the court.

CONTRACT—CONSTRUCTION—RIGHT OF ENTRY FOR SPECIAL PURPOSE—RIGHT OF OWNER TO USE LAND FOR SIMILAR PURPOSE.

Reid-Newfoundland Co. v. Anglo-American Telegraph Co. (1910) A.C. 560. By agreement between the defendant railway company and the plaintiff telegraph company the latter were given the exclusive right to erect and work telegraph lines on the railway company's property, and were bound to furnish a special wire for the purposes of the railway as it existed at the date of the contract. The railway company having proceeded to erect wires on their property for their own purposes, this