

which reached the defendant in Australia in 1891. The defendant returned to England in 1896, when the action was commenced. Charles, J., who tried the action, held that the plaintiff's claim was barred, as the statute began to run when the work was completed, and not from the expiration of a month from the delivery of the bill, and this decision was affirmed by the Court of Appeal (Lord Esher, M.R., and Lopes and Chitty, L.JJ.). It is evident that if the cause of action did not accrue until the expiration of a month from the delivery of the bill, a solicitor might indefinitely postpone the running of the statute by neglecting to deliver his bill, and there cannot well be any question that the delivery of a bill, though a necessary preliminary to bringing an action on it, is nevertheless not any part of "the cause of action."

SHIP—SEAMAN—MERCHANT SHIPPING ACT 1894 (57 & 58 VICT., c. 60) s. 186—
"PASSAGE HOME."

In *Edwards v. Steel*, (1897) 1 Q.B. 712, the construction of s. 186 of the Merchant Shipping Act, 1894, came in question. By that section where the service of any seaman belonging to any British ship terminates at any port out of Her Majesty's Dominions, the master besides paying the seaman's wages shall as one of several specified alternatives "provide him with a passage home." The plaintiff who resided at West Hartlepool shipped there for a voyage to foreign ports under articles which provided that he might be discharged at any port between Elbe and Brest, or at any port in the United Kingdom. He was discharged at Antwerp and provided with a passage from there to Grimsby, in the United Kingdom. He claimed that he should have been provided with a passage to West Hartlepool, but Collins J., held that inasmuch as the articles provided that the plaintiff might be discharged at any port within the United Kingdom, the providing of a passage to Grimsby was providing "a passage home" within the meaning of the statute.