DECISIONS IN COMMERCIAL LAW.

THE "MAIN."—The plaintiffs, owners of a steamship, effected an insurance on freight valued at £5,500 in the vessel from New Orleans to Liverpool, £1,500 of which amount the defendants underwrote. The insurance was to attach on the freight from the loading of the goods on board the vessel. When the policy was taken out the vessel was sailing outwards from Hamburg to New Orleans, and the valuation of £5,500 was a reasonable and proper one of the freight expected on a full cargo, having regard to the rates of freights then current at New Orleans. On the outward voyage the vessel met with an accident, in consequence of which she was delayed at New Orleans, and did not sail in due course. She eventually sailed for Liverpool with a full cargo, which was shipped at lower rates of freight than those current when the policy was effected, the total actual freight being only £3,250 7s. In the course of the voyage the vessel was lost. Gorrell Barnes, J., held that the policy covered the risk on the voyage in question, and that the valuation of £5,500 was binding upon the defendants with regard to what actually so came at the risk under the policy.

KEITH, PROWSE & CO. v. NATIONAL TELEPHONE COMPANY.—The relations of landlord and tenant of chattels may be established. The demand and acceptance of rent due subsequent to a notice to determine the tenancy of chattels is a waiver of the notice. An injunction granted to restrain the cutting off of communication in breach of an agreement "to erect and maintain in working order" certain telephone wires and apparatus. Held by Kekewich, J., where a term in chattles has expired and rent has been subsequently accepted, a tenancy from year to year is created, and the tenant is entitled to six months' notice to determine the tenancy, whatever may have been the length of notice required ruling the continuance of the original tenancy.

NEUWITH v. OVER DARWEN INDUSTRIAL SOCIETY.—The defendants' hall was hired for the purpose of an evening concert at which the plaintiff was to take part as one of the orchestra. There was no agreement between the hirer of the hall and the defendants as to the use of the hall for a rehearsal, but a rehearsal in which the plaintiff took part was held, without objection, in the afternoon of the day fixed for the concert. The plaintiff, after the rehearsal, placed the instrument he had been playing in an ante-room in a secure position, but without any notice to the defendants or their hall-keeper. In the evening the hall-keeper, in the course of his duty, went to the ante-room to turn on the gas at the meter and had to move the instrument, which he then placed in another part of the room as carefully as he could. The instrument fell and was damaged. Held by Mathew and Collins, J.J., that there was no bailment between the parties, that it was not within the scope of the hall-keeper's employment to take care of the instrument, and that there was no evidence of negligence on the part of the hall-keeper.

JEFFREY v. ST. PANCRAS VESTRY.—It was decided by Charles and Collins, J.J., that where a steam-roller, though lawfully on the highway, constitutes a nuisance, the owners are liable for damage caused thereby, though they have not been guilty of any negligence. It is a question for the jury in each case whether a steam-roller was or was not a nuisance on the occasion complained of.

BRAZIER v. CAMPBELL AND ANOTHER.—It was decided by the English Court of Appeal that where, under the terms of a will, one of two trustees carries on a business as "agent for the trustees," and employs the co-trustee to purchase goods for the business, and to pay for them by cheques signed by both, the "agent for the trustees" is liable for the price of the goods obtained on credit by the co-trustee from a person who had in previous transactions been paid by these cheques.

THE "KNARWATER."—A sailing vessel in tow of a tug and a steamship were approaching one another in a fog. The captain of the steamship heard a whistle five points on his starboard bow, and two minutes later he heard a second whistle which he considered to be broader on his starboard bow and still a considerable distance off. He kept on, and after that heard another whistle more ahead, whereupon he stopped and reversed his engines, and gave three blasts. He then saw the other vessel about a hundred yards off and a collision took place, and the sailing vessel sank. Jeune, P., decided that the sailing vessel alone was to blame. Held by the Court of Appeal, applying the rule laid down by the House of Lords in "The Ceto," that the captain of the steamship ought to have stopped on hearing the second whistle inasmuch as he had failed to prove (the burden of proof being on him) that there are no indications of such a kind as would lead a seaman of reasonable care and skill to the conclusion that the vessels would pass well clear of one another without danger of collision, and that, under the circumstances, both vessels were to blame.