

determine and be void, anything hereinbefore contained to the contrary notwithstanding." There was no reservation of the lessors' rights in respect of past breaches of covenant by the lessee, but Wright J., held that notwithstanding that omission, the lessor was entitled to recover in respect of such breaches, and he gave judgment for the plaintiff accordingly.

COSTS—TO ABIDE EVENT—SUCCESS DIVIDED—COSTS OF ISSUE ON WHICH PLAINTIFF SUCCEEDED—DISCRETION AS TO COSTS.

Dunn v. South Eastern Railway, (1903) 1 K.B. 358. This was an action in a County Court for negligence. The defendants besides denying liability paid money into Court. At the first trial the action was dismissed, but a new trial was granted, the costs of the first trial to abide the event. On the second trial the plaintiff recovered a verdict, but only for the amount paid into Court. The Judge of the County Court thought he was precluded by the order for new trial in awarding the plaintiff the cost of the issue of negligence on which he succeeded, but intimated that he would have done so if he had the power. The Divisional Court (Lord Alverstone, C.J., and Wills and Channel, J.J.) thought that there was nothing in the order for a new trial to prevent him exercising his discretion. That the success was divided and that the plaintiff's success on the issue of negligence was as much a part of the event as the defendant's on the question of damages. The Court therefore gave the plaintiff his costs of the issue of negligence.

SHIP—CHARTER PARTY—WARRANTY OF SEAWORTHINESS—SUPPLY OF COAL FOR STEAMER CHARTERERS LIABLE TO PROVIDE COAL.

In *McIver v. Tate*, (1903) 1 K.B. 362, Kennedy, J., decided a neat little point, to the effect that where by the terms of a charter party the charterers agree to provide and pay for all the coal needed for the voyage, that does not relieve the ship owners from the obligation of seeing that the ship was in a seaworthy condition in respect of her supply of coal at the commencement of each step of the voyage for which the vessel is chartered, and this decision was affirmed by the Court of Appeal (Williams, Stirling, and Mathew, L.J.J.)