

him otherwise than as a carrier, but are still in the hands of the carrier as such and for the purposes of transit, then, although such carrier was the purchaser's agent to accept delivery so as to pass the property, nevertheless the goods are *in transitu* and may be stopped." This is to be understood as limited to the case of goods delivered to a carrier for the purpose of being carried to a place *indicated at the time of sale*, and does not extend to cases where the goods are delivered to a carrier or agent, not for the purpose of being carried to a destination indicated at the time of sale, but to be held subject to the orders of the buyer; in which case the transit would, as far as the vendor is concerned, end with the delivery to the agent.

STATUTORY BODY, LIABILITY OF FOR NON-FEASANCE—DAMAGES.

In *The Sanitary Commissioners of Gibraltar v. Orfila*, 15 App. Cas., 400, the question is discussed as to the extent to which statutory bodies are liable for nonfeasance. The Judicial Committee, following the principles laid down by the House of Lords in *Mersey Docks v. Gibbs*, L.R., 1 H.L., 93, determined that the liability of such bodies is governed by the statute which creates them; that the powers conferred when executed at all must be executed with due care; and in the absence of a contrary intention appearing by the statute creating them, such bodies and their funds are rendered subject to the same liabilities as the general law would impose on a private person doing the same thing. But in the case of mere non-feasance no claim for reparation will lie, except at the instance of a person who can show that the statute under which the body is created imposed a duty towards himself, which they negligently failed to perform. The injury complained of in the present case arose from the fall of an overhanging road, consequent upon the giving way of its retaining wall, which the corporation was under a statutory duty to maintain merely for the purposes of road conservancy, and it appeared that the result was due to the original defects in the structure of the wall, and that the corporation was not negligently ignorant thereof, and not guilty of misfeasance; and it was held that, according to the true construction of the ordinance constituting the corporation, it was vested with administrative powers subject to the control of the Government, and that there was no intention to render it responsible to the plaintiffs for the injury complained of.

COLLISION—DAMAGES—DEMURRAGE.

In *The City of Peking v. Compagnie des Messageries*, 15 App. Cas., 438, was an action to recover damages for a collision. The plaintiffs claimed to recover damage for the period their vessel was detained, owing to the collision; and it was held by the Privy Council that such claim could only be maintained for actual expenses incurred for the detained vessel, such as lodging, maintenance, and wages, of the crew; but not for the profits which the injured vessel might have earned, where, as in this case, another vessel, belonging to the same owners, had, at the defendants' expense and indemnity for loss occasioned by the substitution, been doing the work the injured vessel would have done if not disabled. From this it would appear that where loss of profits are claimed by reason of demurrage, there must be an actual loss, and the mere detention unaccompanied by any actual loss does not afford any ground for such a claim.