

on condition that they should be subject to a general lien for any moneys due to the company from the owners of the goods on any account whatever. The plaintiffs paid all freight and charges in respect of the carriage of the goods, and, while the goods were still in the possession of the railway company, the plaintiffs stopped them in transitu. The buyers were indebted to the defendants in the sum of £1,170 which did not include any freight or charges on the goods in question, and they claimed that, under the terms of the consignment note, they had a lien on the goods as against the plaintiffs in respect of the £1,170; but Pickford, J., held, that although the words of the consignment note were wide enough to extend considerably further, yet that the condition ought to be read as meaning that the railway company should not be bound to deliver the goods to the consignee until he had discharged any debt due by him to the railway; but that it ought not to be read as creating a lien on the goods as against persons who had nothing to do with the debt, and, therefore, that the defendants were not entitled to hold the goods as against the plaintiffs.

SHIP—CHARTER PARTY—DEMURRAGE—PERIOD OF DEMURRAGE NOT SPECIFIED—DETENTION OF SHIP BEYOND REASONABLE TIME—DAMAGES—MEASURE OF DAMAGES.

*Western Steamship Co. v. Amaral* (1913), 3 K.B. 366. This was an action by vessel owners to recover damages from the charterer, for detention of the chartered vessel. The charter party provided that if the ship was detained at the port of discharge after the expiry of the lay days, demurrage should be payable at a specified rate; but was silent as to the period for which she could be kept on demurrage. The vessel arrived at the port of discharge on May 17, and her lay days expired on May 31, but she was not discharged until July 14. The plaintiffs contended that the defendants were entitled to detain the vessel for a reasonable time, but as they detained her longer than was reasonable, they claimed to recover damages for the period beyond what was a reasonable time, which they claimed should not be measured by the rate specified for demurrage; but Bray, J., who tried the action, was of the opinion that the plaintiff had a right to take away the ship if it were detained beyond a reasonable time, but that if they chose to let it remain, the demurrage rate of compensation applied to the whole period of detention.