

ENGLISH CASES.

EDITORIAL REVIEW OF CURRENT ENGLISH
DECISIONS.

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**MARITIME LAW.—SHIP TO BE DISCHARGED "WITH ALL REASONABLE DESPATCH"
—DELAY CAUSED BY RAILWAY.**

In *The Lyle Shipping Co. v. Cardiff* (1900) 2 Q.B. 638, the case turned upon the meaning of a clause in a charter party which provided that the charterers were to unload a cargo "with all reasonable despatch as customary." The custom at the port was to discharge such a cargo into the wagons of certain railway companies; and the charterers arranged with one of these companies for the supply of wagons to take the cargo. Without any negligence on the part of the charterers, but owing to pressure of work at the port, by reason of which there was a deficiency of wagons available, there was delay in unloading the cargo. Bigham, J., who tried the action, which was brought against the charterers for damages for detention of the vessel, held that the defendants having done their best to procure the appliances which were customarily used at the port for discharging such a cargo, and having used them with proper despatch, were not liable for the delay, and he dismissed the action with costs; and this judgment was affirmed by the Court of Appeal (Smith, Williams, and Romer, L.JJ.).

**EXPROPRIATION OF LANDS—COMPENSATION—INTEREST IN LAND—RIGHT TO
SINK SHAFT FOR MINING PURPOSES.**

In *re Masters and Great Western Ry. Co.* (1900) 2 Q.B. 677. This was a case stated by an arbitrator. A railway company having expropriated land for the purposes of their railway, a lessee of adjoining land claimed a right to compensation in respect to a right which he had, under his lease, to sink a shaft on the land expropriated, for the purpose of mining coal. This right was subject to the reasonable approval of his lessor, who was also the owner of the land expropriated. It was contended by the railway that the interest claimed by the lessee was not the proper subject of compensation under the Land Clauses Act, and that as, under the lease, the lessor was entitled to refuse leave to sink a shaft in