

master gave notice to the charterers that she was ready to receive cargo. The charterers were ready to load the said ship as soon as she got alongside a loading berth at a quay in the inner harbour where the cargo was stored, but not before. There were no practicable means of loading the said ship at Odessa, except at or alongside a quay berth either in the inner or outer harbour.

The harbour-master at Odessa refused to allow the said steamship to go to a loading-quay berth, either in the outer or the inner harbour, until her regular turn came after ships that had previously arrived. There was no custom at Odessa that steamships under charter were only considered ready to receive cargo when moored alongside the quays. The "Lizzie English" was ordered to a quay-loading berth in the inner harbour on January 5; loading commenced on the 10th, and was completed on the 15th.

The arbitrator further found that the lay days expired on January 5, and awarded that the ship-owners were entitled to damages for demurrage and detention.

The COURT (HUDDLESTON, B., and MATHEW, J.) held that the award was good, inasmuch as the lay days commenced to run from the time when the "Lizzie English" arrived as near as she could get to a loading-quay berth in the outer harbour at Odessa. (*Law Journal*, 22 N.C.)

#### QUEEN'S BENCH DIVISION.

LONDON, Oct. 26, 1889.

THE STEAMSHIP COUNTY OF LANCASTER v. SHARPE & CO.

*Shipping—Demurrage—Liability of Consignees under Bill of Lading—Incorporation of Charter-party.*

Appeal from the County Court of Liverpool.

The plaintiffs were owners of the steamship County of Lancaster, the cargo of which was deliverable under the bill of lading to the defendants, to whom the property did not pass, on their paying freight "and all other conditions as per charter-party." Demurrage was incurred at the port of loading. On arrival of the ship at the port of discharge, the defendants repudiated all liability for

demurrage, and the master delivered to them a part of the cargo consigned to them, retaining the rest under a claim for lien. It was known to the plaintiffs that the defendants were acting as agents for the charterers. The plaintiffs brought an action against the defendants on an implied contract to pay demurrage. The County Court judge nonsuited the plaintiffs, who appealed.

The COURT (HUDDLESTON, B., MATHEW, J.) held that there was no implied contract on the part of the defendants to pay demurrage.

Appeal dismissed.

#### TRYING LIBEL ACTIONS IN CAMERD.

On November 11, before Mr. Justice Denman and a special jury, the action of *Malan v. Young* was called on for trial, to recover damages for alleged libels and slanders by the head-master of Sherborne School against an assistant-master.—The jury having been sworn, Sir C. Russell, Q.C., said that with the consent of Mr. Lockwood, Q.C., in the interest of third parties, he would ask his lordship to try the case *in camerd*. The Divorce Court had no special power to try cases in that way, and, with the consent of both parties, he would ask that that course should be adopted.—Mr. Justice Denman: "Wilson's Judicature Acts" seems to doubt the power to examine any case *in camerd*, except in cases affecting lunatics and wards of Court, or where the old ecclesiastical procedure continues, or where a public trial would defeat the object of the action. *Nagle-Gillman v. Christopher*, 46 Law J. Rep. Chanc. 60; L. R. 4 Chanc. Div. 173, and *Andrew v. Raeburn*, L. R. 9 Chanc. App. 522, where the Court were of opinion they had power, the consent of both parties being immaterial, also to *Mellor v. Thompson*, 55 Law J. Rep. Chanc. 942; L. R. 31 Chanc. Div. 55, and *Badische Anilin und Sodafabrik v. Levinstein*, 52 Law J. Rep. Chanc. 704; L. R. 24 Chanc. Div. 156, where the Court, being of opinion that a certain patent was valid, gave the defendant leave to state his secret process *in camerd*; the shorthand-writer's notes being impounded, were cited, whereupon the learned judge said: I will consult some of the other judges before I decide this matter.