

signors may not unreasonably be said to have been the potential "owners" and the bill of lading might well be construed to refer to the consignors or consignees according as the one or the other should ultimately prove to be de jure "owners." The decision appears to be distinctly inequitable and to involve a construction of the contract which the parties could hardly have contemplated, and which the Court should be slow to give effect to.

SHIP—CHARTER PARTY — FREIGHT PAYABLE PER CUBIC FATHOM MEASUREMENT—WRONG METHOD ADOPTED—COST OF REMEASUREMENT—LIABILITY OF CHARTERER.

*Merryweather v. Pearson* (1914), 3 K.B. 587. The question involved in this case turned upon the construction of a charter party which provided that the charterers would load a cargo of timber and that freight should be payable at a specified rate "per intaken piled fathom of 216 cubic feet." The ship was loaded but the measure was taken on an improper basis, and on the arrival of the ship at the port of discharge, the shipowners alleging that the bill of lading measurement was inaccurate, had the cargo remeasured on the correct basis and it was found to consist of a much larger number of fathoms than that mentioned in the bill of lading. Bailhache, J., who tried the action, held that it was the duty of the charterers to have had the cargo accurately measured at the port of lading, and not having done so they were liable to the owners for the cost of remeasurement.

INFANT — CONTRACT — MONEY LENT, FRAUDULENT REPRESENTATION OF INFANT AS TO HIS AGE—EQUITABLE RELIEF.

*Leslie v. Sheill* (1914), 3 K.B. 607. This was an appeal from a decision of Horridge, J. The action was against an infant for money lent on the misrepresentation of the infant that he was of age. Horridge, J., gave judgment for the plaintiffs on the ground of the fraud of the defendant, as entitling the plaintiffs to equitable relief; but the Court of Appeal (Lord Sumner, Kennedy, L.J., and Laurence, J.), reversed his judgment on the ground that the action was in substance an action of contract and the plea of infancy was a good answer to the action, and that the defendant was under no equitable liability to the plaintiff. The defendant was ordered to pay the costs of the issue as to fraud on which he failed.