

SHIP—BILL OF LADING—EXCEPTIONS—HARTER ACT—LIMITATION OF LIABILITY—GOODS ABOVE A CERTAIN VALUE—OMISSION TO DECLARE VALUE.

*Hordern v. Commonwealth & Dominion Line* (1917) 2 K.B. 420. This was an action to recover against shipowners damages for non-delivery of goods. The goods in question were shipped under a bill of lading expressed to be subject to all the terms and exceptions of an Act of the U.S. Congress, known as "the Harter Act," which makes it unlawful for the owner of any vessel to insert in any bill of lading any claim relieving him from liability for negligence, or default, or failure in proper loading, storage, custody, care, or proper delivery of merchandise, and makes null and void all clauses of such import in any bill of lading. The bill of lading in this case contained a clause purporting to free the shipowner from liability for any one package which was of more value than £100 unless its value should be declared, and extra freight paid in respect thereof. The shipowner failed to deliver one package worth more than £100. The value thereof had not been declared, and no extra freight paid in respect thereof. The action was tried before Horridge, J., who held that the clause purporting to limit the shipowners' liability was inconsistent with the Harter Act, and was consequently null and void, and that the plaintiffs were entitled to recover.

It would seem from the judgment that the learned Judge was of the opinion that the end the shipowners had in view might be attained by an agreement as to the value of the property carried.

INSURANCE—STATEMENT FORMING BASIS OF CONTRACT—ARBITRATION CLAUSE—DIFFERENCE ARISING OUT OF POLICY—TRUTH OF STATEMENT—VALIDITY OF POLICY—BURDEN OF PROOF.

*Stebbing v. Liverpool & London Insurance Co.* (1917) 2 K.B. 433. This was a special case stated by an arbitrator. The reference arose out of a policy of insurance which contained a clause whereby "all differences arising out of this policy" were to be referred to arbitration. The policy recited that the assured had made a proposal and declaration as the basis of the contract, and contained a clause that compliance by the assured with the conditions indorsed on the policy should be a condition precedent to any liability on the part of the insurers. One condition provided that if any false declaration should be made or used in support of a claim, all benefit under the policy should be forfeited. The insurers claimed that statements in the assured's proposal and declaration were false. The questions for the