

EVIDENCE—WITNESS—PRIVILEGE ON THE GROUND OF PUBLIC POLICY.

In *Marks v. Beyfus*, 25 Q.B.D., 494, the question is discussed whether the Director of Public Prosecutions, an officer appointed under 42 & 43 Vict., c. 22, can, when called as a witness, be compelled to disclose the name of the informer and the information he had received, which led to a public prosecution being instituted by him, and the Court of Appeal (Lord Esher, M.R., Lindley and Bowen, L.JJ.) affirmed the Divisional Court (Lord Coleridge, C.J., and Mathew, J.) in holding that he could not, and that such information can only be disclosed when the judge at the trial of the prisoner is of opinion that the disclosure of the name of the informant or the nature of the information is necessary or desirable in order to show the prisoner's innocence. Lord Esher was of opinion that the same rule applied where a subsequent civil action is brought for malicious prosecution.

SHIP—BILL OF LADING—CONSTRUCTION.

Serraino v. Campbell, 25 Q.B.D., 501, involves a somewhat curious case of construction. Goods were shipped under a bill of lading providing that the goods were to be delivered, "the act of God, the Queen's enemies, fire, and all and every other dangers, and accidents of the seas, rivers, and navigation of whatever nature and kind soever excepted, unto order or to assigns, they paying freight for the said goods, and all other conditions as per charter, with average accustomed." In the charter party were the words, "Negligence claim as per Baltic Bill of Lading, 1885," and amongst the perils excepted by the Baltic Bill of Lading, 1885, were stranding, occasioned by the negligence of the master or crew. Owing to the negligence of the master the vessel was stranded and the goods lost; and the question Huddleston, B., had to decide was whether the words, "and all other conditions as per charter," incorporated the negligence clause above referred to in the charter party, to which the plaintiffs, who were indorsers of the bill of lading, were no parties—and he held that they did not, and that the ship-owners were liable for the loss. The reason of his judgment may be gathered from the following passage: "I am of opinion that the words 'all other conditions' must be connected with the words 'paying freight for the coals,' and include only such conditions as are *ejusdem generis* with the payment of freight, importing into the bill of lading so much of the charter-party as is referable to the subject matter of the discharge and receipt of cargo at the port of discharge, and do not include a clause which would add to the exceptions already recited and very materially alter the contract on the face of the bill of lading," p. 503.

UNDUE PREFERENCE.

In *re Skegg*, 25 Q.B.D., 505, may be briefly noticed here because the Court of Appeal (Lord Esher, M.R., Lindley and Bowen, L.JJ.) held that when a debtor, on the eve of bankruptcy, was sued by a creditor, and did not appear, and was subsequently sued by two other creditors, whose writs he took to the solicitors of the creditor who had first sued, and asked them to do what was necessary, and they entered an appearance, and in consequence the first creditor got judgment