

consider their verdict, and, after the judge had left the Court, they stated to the associate that they had agreed on their verdict on two points, but could not agree on the third, and they then separated for the night. In the morning on coming before the judge they gave a verdict on all three points. To this verdict they attempted to attach a condition, but on being informed by the judge that they could not do so, they withdrew the condition. Judgment was given at the trial on the findings of the jury in favor of the plaintiff for £1,052. The defendant appealed, contending that the verdict was invalid by reason of the separation of the jury before it had been given. But the Court of Appeal (Lord Reading, C.J., and Scrutton, J.A.) determined that although a jury which separates before they have given a verdict are guilty of misconduct, which in criminal cases is sufficient to render their verdict null and void, as was recently decided in *Rex v. Ketteridge* (1915) 1 K.B. 467 (noted ante vol. 54, p. 246); the same strict rule did not apply in civil cases, and there appearing to be evidence to warrant the verdict in question, it was allowed to stand: the fact that the jury had sought to make their answer to a question subject to a condition was held to be no ground of objection, they having subsequently submitted to answer without any condition.

SHIPPING—SHIPPERS' OBLIGATION TO SHIPOWNER—DELAY IN
DISCHARGE OF CARGO — DEMURRAGE — LIABILITY OF
CHARTERER.

Mitchell Co. v. Steel (1916) 2 K.B. 610. This was a case stated by arbitrators. The matter in dispute was as to the liability of the charterer of a vessel to the shipowner for demurrage in the following circumstances: Steel & Co. the charterers of a ship belonging to Mitchell Co. shipped thereon a cargo of rice for carriage to Piræus. It was known to Steel Co. that, without the permission of the British Government, there might be delay in discharging the cargo, although they thought they would be able to obtain the necessary permission. The shipowner did not know, and could not reasonably have known, that such permission was necessary, and Steel Co. did not inform them. The charterers were in fact unable to obtain the permission and delay arose and Atkin, J., who heard the motion on the case stated, held that the charterers were under an obligation to communicate to the shipowners the facts affecting the risk of a