

REVIEW OF CURRENT ENGLISH CASES.

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ADMIRALTY—SHIP—SEAMEN'S WAGES—SHIP BECOMING UNSEAWORTHY BEFORE COMPLETION OF VOYAGE—DISCHARGE OF SEAMEN—MERCHANT SHIPPING ACT (57-58 VICT. C. 60), ss. 158, 162.

The Olympic (1913) P. 92. This was an action by seamen for wages. The plaintiffs had been engaged for a voyage from Southampton to New York and other ports for a year. The day the vessel left Southampton she came into collision with another vessel and became unseaworthy and had to put back for repairs, and on the following day the plaintiffs were discharged with three days' pay. The plaintiffs claimed that they were also entitled under s. 162 of the Merchants Shipping Act, 1894, to a further sum of a month's wages by way of compensation for the damages caused them by being discharged otherwise than in accordance with their agreement. The majority of the Court of Appeal (Williams and Buckley, L.JJ.), however, held that under s. 158, by reason of "the wreck of the ship," the services of the plaintiffs had terminated, and that they were properly discharged with three days' pay actually earned. Kennedy, L.J., dissented and thought the plaintiffs were entitled to a month's pay in addition as claimed.

INFANT—MAINTENANCE—NECESSARIES—REVERSIONARY INTEREST OF INFANT IN REAL ESTATE—CHARGING INFANT'S ESTATE.

In re Badger (1913) 1 Ch. 385. In this case an infant ward of Court, who was entitled to a reversionary interest in fee, and was without any means, applied to the court for authority to charge her reversionary interest with sums to be advanced for her maintenance; and that she might be bound, on attaining her majority, to ratify and confirm the charge. Joyce, J., refused to make the order asked, and the Court of Appeal (Buckley, and Hamilton, L.JJ.) affirmed his decision, holding that *In re Hamilton*, 31 Ch.D. 291, and *Cadman v. Cadman*, 33 Ch.D. 397, were authorities binding on the court, and that an estate of an infant not in possession could not be charged by the order of the court for the maintenance of the infant, because such interests cannot be delivered in execution. But it is possible that what was asked in this case might be done in Ontario: see 9 Edw. VII. c. 47, s. 32.