

and Lindley and Lopes, L.JJ.) upheld the decision of Pollock, B., at the trial, that—the *bona fides* of the Council not being impeached—the Council had the sole jurisdiction under the Act to deal with the matter, and the Court had no power to review their decision; and that the publication complained of was privileged, and therefore not actionable.

SALVAGE—AGREEMENT—SUPERVENING CIRCUMSTANCES PUTTING AN END TO AN AGREEMENT.

In *The Westbourne*, 14 P.D., 132, the Court of Appeal (Lord Esher, M.R., and Lindley and Bowen, L.JJ.) affirm a decision of Butt, J. The master of a vessel in a helpless condition made an agreement with the master of another vessel to tow the vessel in distress to Gibraltar for £600, the latter vessel to supply the hawsers. The weather became worse, and all the hawsers except one broke, and it became impossible to proceed to Gibraltar. The towing vessel therefore took the disabled vessel to the nearest safe port. Under these circumstances the Court held that the original agreement was put an end to by the act of God making it impossible of performance, and that the salvors were entitled to be remunerated as though no such agreement existed, and £900 was awarded.

SHIP—DAMAGE—WHARF—OBSTRUCTION IN BED OF RIVER—NEGLIGENCE.

*The Calliope*, 14 P.D., 138, is a decision on the same lines as that in *The Moorcock*, 14 P.D., 64, noted *ante* p. 362. In this case goods were consigned in the plaintiff's vessel to defendants, who were proprietors of a wharf on the river Usk, and lessees of part of the bed of the river in front of the wharf. There were two berths to the wharf, and in the space between the two berths a ridge of sand had been allowed by the defendants to accumulate, and on which the plaintiff's vessel, in approaching the wharf, struck upon, and was damaged. It was held by the Court of Appeal (Lord Esher, M.R., and Cotton and Lindley, L.JJ.) overruling Butt, J., that the defendants were liable for the damage.

BILL OF LADING—DELIVERY OF GOODS WITHOUT PRODUCTION OF ONE OF THE PARTS OF THE BILL OF LADING—FOREIGN LAW.

In *The Stettin*, 14 P.D., 142, Butt, J., held that a ship-master delivering goods to the consignee named in the bill of lading, without requiring him to produce one of the parts of the bill of lading, is guilty of a wrongful delivery, and that the owners and charterers are liable for the damages occasioned thereby. In this case foreign lawyers were called to prove the law of Germany on the point, and they differing in opinion, Butt, J., decided what, upon the evidence, the German law was.

APPOINTMENT—SPECIAL POWER—GENERAL DEVISE—WILL NOT REFERRING TO POWER—WILLS ACT (1 VICT., c. 26, ss. 24, 27)—(R.S.O., c. 109, ss. 26, 29).

In *re Williams, Foulkes v Williams*, 42 Chy.D., 93, a testator, having a special power by will to direct the trustees of certain real estate to pay the income to his wife for life, and having no real estate of his own, made a will whereby he devised and bequeathed all his estate, real and personal, to his wife