DECISIONS IN COMMERCIAL LAW.

BENDEN v. CHASE.—The register declares the nationality of a vessel engaged in foreign trade, the enrolment, the national character of a vessel engaged in the home traffic, and enables her to procure a coasting license. The terms "coaster" and "coasting vessel" are applied to vessels plying exclusively between domestic ports, and usually to those engaged in domestic trade as distinguished from those engaged in the foreign trade, or plying between a port of the United States and a port of a foreign country. The mere fact that an ocean going steamer may touch at some other point of the United States, after leaving her port of departure, will not make her a coaster. Pleasure yachts designed as models, of naval architecture are not coasters in any statutory sense, for they are not allowed to transport merchandise or carry passengers for pay. Yachts authorized to proceed from port to port of the United States, and also by sea to foreign ports, retain their character as ocean-going steamers, whether they are actually navigating from port to port of this country, or to ports abroad. Obedience to the rules is not a fault even if a different course would have prevented the collision, and the necessity must be clear, and the emergency sudden, before the act of disobedience can be excused; masters are bound to obey the rules, and entitled to rely on the assumption that they will be obeyed. Where two steamers are meeting end on, or nearly so, if the pilot of either blows a single whistle, each steamer is bound to pass to its own right, and if afterwards one of the steamers changes the course by blowing two whistles, they must be given in time to enable the steamers to change their course and to pass safely to the left, or the steamer giving the two whistles is guilty of negligence, if a collision thereby occurs.

LONDON AND WESTMINSTER LOAN & DISCOUNT CO. v. LONDON AND NORTH-WESTERN RAILWAY CO.—The defendants let a house to a tenant upon a yearly tenancy under an agreement whereby the rent was reserved "payable quarterly on the usual quarter days, and always, if required, in advance." The tenant granted a bill of sale of the goods in his house to the plaintiffs, who, upon default in payment of the amount secured by the bill of sale, which occurred in the middle of a quarter, the defendants demanded of the tenant, under threat of immediate distress, the rent for the current quarter in advance. The plaintiffs, to prevent the sale from being interrupted, paid the rent under protest, and then brought an action to recover it back. Held, that under the above agreement the defendants were entitled to demand the quarter's rent in advance at any time during the currency of the quarter; that n the event of non-payment upon such demand they would under the circumstances of the case have been entitled to distrain immediately, and that consequently the money paid by the plaintiffs could not be recovered back.

TAYLOR v. SMITH.—The defendant, who carried on business at Manchester, orally agreed to purchase from the plaintiffs, timber merchants at Liverpool, a quantity of spruce deals, to be forwarded to Manchester by a carrier nominated by the defendant. An invoice of the goods was sent by the plaintiffs to the defendant, and the carrier also sent an advice note to inform him of the arrival of the goods at Manchester. This note specified the number of the deals, and stated them to be consigned by the plaintiffs, but did not state their price, nor refer to the invoice or any other document On October 28th, the day of the arrival of the goods, and on the following day, the defendant inspected them, and subsequently wrote and signed the following memorandum on the advice note: "Rejected. Not according to representation." On November 8th he wrote to the plaintiffs, rejecting the goods as not being according to contract. Held, first that there was not a sufficient note of the bargain within the 17th section of the Statute of Frauds; secondly, that the proper conclusion from the facts was that there had been no such dealing with the goods by the plaintiff as to constitute an acceptance of them by him within the same section.

THE "BRIGELLA."—The plaintiffs, who were owners of a vessel chartered to proceed to a port in the United States, as ordered at port of call, and there load a cargo for the United Kingdom or Continent, and deliver the same on being paid the agreed freight, effected with the defendant an insurance on "chartered homeward freight," the voyage being described in the policy as from Liverpool to Delaware Breakwater, and thence to New York or one other named port, and thence to any port in the United Kingdom or Continent within named limits, and general average was to be payable "as per foreign statement if required." The plaintiffs' vessel left Liverpool in ballast under the above charter, and two days afterwards, in consequence of heavy weather causing her tanks to leak, put into Holyhead without incurring expense for so doing; but at that place some expense was incurred, and three days later she returned to Liverpool, where further expenses were incurred in repairs, but none of the items of expenditure at Holyhead or Liverpool were incurred for the preservation of ship and freight. The vessel then sailed for Delaware Breakwater, where she received orders for Bal timore, to which port she proceeded, and there loaded under the charter a cargo which she delivered at Barrow. By an average statement, prepared in London, according to the alleged provisions of American law, general average charges in respect of the expenses incurred in Holyhead and Liverpool were shown, amounting to £186 6s. 5d., including a sum of £154 3s. 8d. for wages and victualling of the crew while the vessel was at Holyhead and Liverpool. By the statement the ship was made to bear £164 9s. 10d. of these charges, and the chartered freight (valued for the purpose of contribution at £1,526) was made to bear £21 16s. 7d. In respect of the defendant's proportion (£66 6s. 4d.) of this latter sum, the plaintiffs brought their action, alleging that a general average loss had arisen, which had been properly adjusted according to American law, and that the plaintiffs must be treated as having contributed to the loss on the basis of the statement. Held, that, as the ship was under charter outward bound in ballast to load for the return voyage, and the only persons interested in the ship and chartered freight were the shipowners, the expenses in question were not a general average loss for which the defendant could be liable under the policy on chartered homeward freight, and as there was no necessity for any foreign adjustment, the "foreign statement" clause had no effect.

—At the annual meeting of the Ottawa Forwarding Company the reports presented showed a prosperous year for the company. A dividend of 8 per cent. was declared. It was decided to place an additional boat on the route between Ottawa and Montreal during the coming season.