

award was made which was set aside on the ground that the amount of the deficiency had first to be ascertained before the matter could be submitted to the arbitrators, whose duty was confined to estimating the value thereof. This action was then brought and at the trial and the defendant offered evidence of the deficiency which the Court rejected, and judgment was given for the plaintiffs, which was affirmed by the Supreme Court as being mere matter of procedure with which that Court ought not to interfere. The Judicial Committee of the Privy Council (Lords Atkinson, Shaw, Moulton, and Parker) however, considered that the Courts below had erred, and that where, as in the case, an arbitration has proved abortive, it is the duty of the Court to ascertain the damages. They therefore held the rejection of the defendants' evidence was erroneous, and remitted the action to be dealt with in conformity with their Lordships' judgment.

RAILWAY—CARRIAGE OF GOODS — GOODS RECEIVED BY RAILWAY
 "SUBJECT TO GENERAL LIEN FOR ANY MONEYS DUE TO THEM
 FROM THE OWNERS OF SUCH GOODS UPON ANY ACCOUNT"—
 STOPPAGE IN TRANSIT—RIGHTS OF CONSIGNOR AS AGAINST
 RAILWAY.

United States Steel Products Co. v. Great Western Ry. (1914), 3 K.B. 567. The very reasonable and equitable judgment of Pickford, J. (1913), 3 K.B. 357 (noted ante vol. 49, p. 662), has failed to command the approval of the Court of Appeal (Lord Sumner, Kennedy, L.J., and Bray, J.). The question at issue turned upon the construction of a bill of lading whereby it was provided that the goods therein mentioned were received subject to the condition that they should be subject to a lien for money due for the carriage of and other charges upon such goods, etc., "also to a general lien for any other moneys due to them from the owners of such goods upon any account." The goods were consigned in America to buyers in England: while the right to stop in transitu still existed the purchasers became bankrupt, and the right was exercised. The carriers claimed against the vendors the right to a lien for £1171 due on the general account between them and the consignees, and the Court of Appeal hold that they are so entitled. The judgment appears to turn on the conclusion of the Court that the consignees were "the owners" of the goods. If the case goes farther, it would not be surprising if a different result were reached. So long as the right to stop in transit existed the con-