

loss, and the action was thenceforward prosecuted by the insurers' solicitor for their benefit. During the loading of the ship the insurers had procured a report from a surveyor as to the condition of the ship, and the defendants claimed discovery of this document, but Bigham, J., held that they were not entitled to its production, and the Court of Appeal (Collins, M.R., and Cozens-Hardy, and Farwell, JJ.) affirmed his decision, the Court distinguishing the case from *Willis v. Baddeley* (1892) 2 Q.B. 324, because there the actual plaintiffs were really merely the agents of the parties beneficially entitled and on whose behalf the action was brought. Under Ont. Rule 446 it is possible, even in the circumstances of *Nelson v. Nelson*, that production might be ordered.

TRAMWAY—CARRIAGE OF PASSENGER—RIGHT OF PASSENGER TO
BREAK JOURNEY.

Bastable v. Metcalfe (1906) 2 K.B. 288 was a prosecution for riding on a tram car without a ticket. The facts were, that the defendant had purchased a ticket entitling him to travel a certain distance, he alighted at an intermediate stopping place, walked a quarter of a mile in the direction of his destination and then got on another tram car, which was performing the same journey, in order to get to the point he might have travelled by the first car. He refused to pay the fare demanded of him on the second car, contending that he was entitled to continue his journey with his original ticket. The justices dismissed the complaint, but the Divisional Court (Lord Alverstone, C.J., and Darling, J.) held that he ought to have been convicted, that by alighting from the car, and suffering it to proceed, he had put an end to the contract. The Court, however, was careful not to commit itself to any opinion as to the effect of a passenger alighting for a merely temporary purpose on notice to the conductor.

AUCTIONEER — PARTNERSHIP — BILL OF EXCHANGE — IMPLIED
AUTHORITY TO BIND PARTNER—TRADER.

In *Wheatley v. Smithers* (1906) 2 K.B. 321 the Divisional Court (Ridley and Darling, JJ.) held that an auctioneer is not a trader, and, therefore, that a member of a firm of auctioneers has no implied authority to bind his partner by the acceptance of a bill of exchange in the firm name.