

on April 19th. On April 20th the secretary of the company without the plaintiff's knowledge entered the plaintiff's name on the register for 200 shares, the number necessary to make up his qualification, and the secretary's act was subsequently, on May 8th, ratified by the directors other than the plaintiff. On April 22nd the plaintiff signed a copy of the share prospectus. On May 16th the plaintiff sent in his resignation as a director. Under these circumstances Phillimore, J., held that the plaintiff was liable for the call on the 200 shares, and the Court of Appeal (Collins, M.R., and Mathew and Cozens-Hardy, L.JJ.,) affirmed his decision. Cozens-Hardy, L.J., who delivered the judgment of the Court, said: "On principle and apart from authority, it seems to us that a person who accepts an appointment as director, knowing that the holding of a certain number of shares is a necessary qualification, and acts as director, must be held to have contracted with the company that he will, within a reasonable time, obtain the requisite shares, either by transfer from existing shareholders, or directly from the company. If he has not obtained the shares within a reasonable time from the public, the company are authorized to put him on the register in respect of the shares. . . . as a general rule the qualification ought to be obtained before acting. Applying that principle to the case in hand the plaintiff ought, and must be deemed, to have acquired the shares before signing the prospectus, which was a solemn assertion that he was a duly qualified director. The subsequent resignation of the plaintiff, therefore, could not relieve him from liability."

SHIP—BILL OF LADING—BREACH OF SHIPOWNERS OBLIGATION TO SHIPPER—
CARRIAGE OF GOODS DESTINED FOR ENEMY—SEIZURE OF SHIP—DELAY IN
DELIVERY OF SHIPPER'S GOODS—DAMAGES—LOSS OF MARKET.

Dunn v. Bucknall (1902) 2 K.B. 614 is a case arising out of the late South African war. The action was brought by the shipper of goods on board the defendants' ship to recover damages for delay in delivering the goods. The delay was occasioned by reason of the ship having been seized for carrying goods intended for the Boers, which were by the judgment of a prize court confiscated, and the owners were ordered to pay the costs. Mathew, J., held that the carriage of goods for an enemy, which rendered the ship liable to capture and detention, was a breach of duty to the plaintiff, and that the defendants were liable in damages for the delay