

were mortgagees of the plaintiff company by way of floating charge on its property and undertaking. The charge had been paid off, and the plaintiff company claimed to be released from an agreement whereby they had given to the defendants an exclusive right to mine for diamonds within a certain part of the plaintiffs' territory, on the ground that this agreement was a clog on redemption and therefore void. The Court of Appeal thought that the agreement was part of the mortgage transaction, but the House of Lords came to the conclusion that the agreement in question was anterior to the mortgage and an independent agreement, and was unaffected by the mortgage.

STATUTE—MINERALS—"FREESTONE"—QUESTION OF FACT.

*Symington v. The Caledonian Railway Co.* (1912) A.C. 87 was an appeal from the Scotch Court of Session, and the simple point involved appears to have been whether, in the construction of a statute relating to "minerals," it is a question of law or fact whether a particular substratum (in this case "freestone") is to be regarded as a mineral. The House of Lords (Lord Loreburn, L.C., and Lords Atkinson, Gorrell and Shaw) reversed the Court below, and held it was a question of fact, to be determined on evidence.

SHIPPING—THROUGH BILL OF LADING—TRANSIT OF GOODS PARTLY BY LAND AND PARTLY BY WATER—DUTY OF SHIPOWNER TO NOTIFY INLAND CARRIER OF DAMAGE TO GOODS—SEVERAL CARRIERS, EACH LIABLE ONLY FOR HIS OWN ACTS.

*Crawford v. Allan S.S. Co.* (1912) A.C. 130. This was also an appeal from the Scotch Court of Session, and involves a point of general interest. The goods in question were shipped from Minneapolis to Glasgow under a through bill of lading, to be carried partly by land and partly by sea by different carriers, each of whom was to be liable only for damage occasioned by themselves respectively. The goods consisted of 41,000 bags of flour. The defendants, a steamship company, received the goods at New York, and gave a receipt for the goods to the inland carrier stating that the goods were in apparent good order except that 110 bags were damaged by caking. On the arrival of the goods in Glasgow it was found that 4,132 bags were damaged by caking. The House of Lords (Lords Halsbury, Atkinson, Gorrell and Shaw) held in these circumstances the onus of proving that the damage, except so far as they had notified the inland carrier,