

ACTION BY OFFICIAL RECEIVER—DISMISSAL OF APPLICATION—PERSONAL ORDER FOR PAYMENT OF COSTS BY RECEIVER.

*In re Williams* (1913) 2 K.B. 88. In this case an official receiver of a bankrupt firm's estate, made an unsuccessful application for an order adjudicating that a person alleged but denied to be a partner, was a partner of the firm. The registrar dismissed the application and ordered the receiver personally to pay the costs. The official receiver appealed, but the Court of Appeal (Cozens-Hardy, M.R., and Buckley, and Hamilton, L.J.J.) held that in such a case the court has jurisdiction to order the official receiver personally to pay costs, and that the registrar had properly exercised the jurisdiction.

TRIAL—APPLICATION FOR NONSUIT AT CLOSE OF PLAINTIFF'S CASE—EVIDENCE SUBSEQUENTLY CALLED ON BEHALF OF DEFENDANT—APPEAL—CONSIDERATION OF ALL EVIDENCE GIVEN AT TRIAL.

*Groves v. Cheltenham and E. G. Building Society* (1913) 2 K.B. 100. In this case a question was raised which often arises at the trial of actions. At the close of the plaintiff's evidence counsel for the defendants moved for a nonsuit, which was refused. He then adduced evidence on behalf of the defendants and judgment was given at the trial in favour of the plaintiff. The defendant appealed and on the argument contended that if the court found that on the plaintiff's evidence there ought to have been a nonsuit, the subsequent evidence given on behalf of the defendant ought to be disregarded; but Lush and Rowlatt, J.J., held that in such a case the evidence given by the defendants cannot be disregarded, but that the court, according to the modern practice, is bound to look at all the evidence—and, doing so in the present case, they allowed the appeal.

CHARTER PARTY—LUMP SUM FOR FREIGHT—LOSS OF SHIP BY EXPECTED PERIL—LOSS OF PART OF CARGO—DELIVERY OF PART OF CARGO—RIGHT OF SHIP OWNER TO FREIGHT.

*Harrowing Steamship Co. v. Thomas* (1913), 2 K.B. 171. This was an appeal from the decision of Pickford, J. (1912), 2 K.B. 321 (noted ante p. 69), in which the Court of Appeal (Williams, Farwell and Kennedy, L.J.J.) held, affirming the decision of Pickford, J., that the ship owners having delivered so much of the cargo as they were not excused by excepted perils for not delivering, had performed their contract and were entitled to recover the lump sum for freight agreed on.