ation of the first bill. The plaintiff appealed, and the Court of Appeal (Williams, Stirling and Moulton, L.JJ.) held that the plaintiff was not bound by the first bill delivered, and that although the defendants might, notwithstanding its delivery, have under the statute obtained an order for the taxation of the paid bill, which would have involved an admission of liability for the amount found due on the taxation, they were now, after verdict, under section 37 of the Solicitors' Act, 1843 (R.S.O. c. 174, s. 37), precluded from getting a reference under the statute, except on shewing special circumstances, which they had not done. Nevertheless, the Court, under its inherent jurisdiction, had power to refer the bill to the Master, and they considered that the proper judgment in such a case was one for the amount which should be found due by a Master on taxation, and that in ascertaining the amount for which judgment should be entered the Master would be entitled to take both bills into consideration.

BILL OF LADING—INCORPORATION OF CONDITIONS OF CHARTER-PARTY BY REFERENCE.

The Northumbria (1906) P. 292 was an action in the Admiralty Court by the plaintiff under a bill of lading to recover for damages to cargo. The bill of lading incorporated all the conditions of the charter-party, including negligence, as conditions on which the goods in question were carried. The charter-party provided that "the steamer is in no way liable for the consequences of . . . perils of the sea . . . unseaworthiness, or latent defect in hull, machinery or appurtenances, whether existing or not before or after the commencement of the voyage, not resulting from the want of due diligence by the owners of the steamer or by the ship's husband or manager," and by a further clause in the charter-party, the above clause was to be embodied in the bill of lading. It appeared by the evidence that rough weather was met with during the voyage sufficient to cause a crack in one of the deck plates; and that by reason of such crack the water entered and damaged the plaintiff's goods. The Divisional Court (Barnes, P.P.D., and Deane, J.) held, reversing the Court below, that in these circumstances a prima facie case of perils of the sea had been made out by defendants, and not rebutted by the plaintiff, and, moreover, that the bill of lading incorporated the clause in the charter-party as to exemption from liability for unseaworthiness, and therefore