

ENGLISH CASES.

EDITORIAL REVIEW OF CURRENT ENGLISH DECISIONS.

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SHIP—CHARTER PARTY—DETENTION BY ICE—CESSATION OF HIRE.

In re Traae v. Lennard (1904) 2 K.B. 377, brought up the construction of a charter party which provided that there should be a cessation of the hire in case of detention by ice "unless caused by the breakdown of the steamer." In the course of her voyage the ship was stranded and had to be repaired, when she resumed her journey she was unable to reach her port owing to ice. This would have been avoided but for the delay occasioned by the stranding and subsequent repairs. Ridley, J., held that this was a detention "caused by the breakdown of the steamer" and therefore there was no cessation of hire.

WILL—CHANGE OF DOMICIL OF TESTATOR—WILLS ACT, 1861 (24 & 25 VICT. C. 114) s. 3—(2 ED. 7, C. 18, 3, 4 (O.).)

In re Groos (1904) P. 269, a testatrix, a foreigner, residing in Holland in November, 1868, made her will. She subsequently married and came to reside in England, where she acquired an English domicile. According to Dutch law, the marriage did not revoke the will. The question was raised whether the will was revoked by change of domicile, and it was contended that the Wills Act, 1861, s. 3 (2 Edw. 7 c. 18, s. 4, O.) only applied to wills of British subjects. Barnes, J., however, held that the section applied to all wills, but as the will, in accordance with the Dutch law, limited the executorship to one year, the probate was also so limited.

SHIP—BILL OF LADING—NEGLIGENCE OF CARRIER'S SERVANTS—LIMITATION OF LIABILITY OF CARRIER.

The Pearlmoor (1904) P. 286, may here be briefly referred to as affirming the rule laid down in *Price v. Union Lighterage Co.* (1904) 1 K.B. 412 (noted ante p. 262), that a shipowner who seeks to exempt himself from liability for the negligence of his servants must do so by express words.