

subsequently occurring. Rowlatt, J., who tried the action, however, held that the statement was not a warranty, but merely descriptive of the risk, indicating that the cab while being driven in more than one shift of 24 hours would cease to be covered by the policy; but that it would be covered whilst being driven as stated. He therefore held the defendants liable.

RAILWAY—CLOAK-ROOM—DEPOSIT OF ARTICLE—DEPOSIT TICKET
—CONDITIONS ON TICKET—NON-COMPLIANCE BY BAILOR WITH
CONDITIONS—NEGLIGENCE IN CUSTODY OF ARTICLE.

Gibaud v. Great Eastern Ry. Co. (1920) 3 K.B. 689. In this case the plaintiff had deposited a bicycle in the defendants' cloak-room. He paid the charge demanded and received a ticket which, on its face, bore a statement to the effect that the company would not be liable for any article deposited whose value exceeds £5 unless the value is declared and a charge of one penny per pound of the declared value was paid. The value of the bicycle exceeded £5, its value was not declared, nor the required charge per pound paid. He was told by the official to leave the bicycle by the open door of the cloak-room and he, the official, would put it away. When the plaintiff returned to claim the bicycle it could not be found. In the County Court judgment was given in favour of the plaintiff for £15, the value of the bicycle, but a Divisional Court (Bray and Sankey, JJ.) reversed the judgment, holding that the plaintiff was bound by the condition on the ticket, which was not unreasonable, nor of such an extravagant character as to justify the conclusion that the plaintiff's assent to it could only have been obtained by fraud.

ADMIRALTY—SALVAGE SERVICES BY KING'S SHIP—MERCHANT
SHIPPING (SALVAGE) ACT, 1916 (6-7 GEO. 5 c. 41), s. 1.

The Morgana (1920) P. 442. This was a claim for salvage service rendered by one of His Majesty's ships under the Merchant Shipping Act, 1916, s. 1, which provides that where salvage services are rendered by a ship belonging to His Majesty and that ship is a ship "specially equipped with salvage plant," notwithstanding anything in s. 557 of the Merchant Shipping Act, 1804, a claim for salvage service is allowable. The ship which rendered the services in question, viz., towing a disabled ship, was in the service of the Post Office, was specially constructed for laying and repairing submarine telegraph cables, and had on board grappling ropes and other gear which could be used for salvage purposes. Hill, J., however, held that it could not be said that the vessel was "specially equipped with salvage plant" within the meaning of the Act, and therefore the claim of the Admiralty was disallowed.