
REVIEW OF CURRENT ENGLISH CASES.

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BILL OF LADING—THROUGH FREIGHT—LOSS OF PART OF CONSIGNMENT IN TRANSIT—LIEN ON GOODS DELIVERED IN RESPECT OF FREIGHT CHARGES PAID ON GOODS LOST.

The Hibernian (1907) P. 277 was an action by consignees against ship owners to recover certain moneys alleged to have been overcharged by them. The circumstances were as follows: The plaintiffs were consignees of a quantity of bags of flour which had been consigned from Milwaukee partly by railway and partly by the defendants' ship to London for a through freight. In the course of transit part of the goods were damaged and were sold and not delivered. The ship owners paid the railway its charges on this part of the goods as well as on that part actually delivered to the consignees, and under the contract claimed to have a lien on the goods delivered for the railway charges on the undelivered goods. The Divisional Court (Barnes, P.P.D. and Dean, J.) was of the opinion that they were not entitled to any lien on the goods delivered for freight on the undelivered goods; but the Court of Appeal (Lord Alverstone, C.J. and Moulton, and Kennedy, L.J.J.) came to the conclusion that, on the proper construction of the contract, the ship owners had the lien which they claimed. The action therefore failed.

LUNATIC—COMMITTEE AND RECEIVER OF LUNATIC'S ESTATE—RECEIPTS BY RECEIVER AFTER HIS RIGHT TO ACT HAD CEASED—SURETY OF RECEIVER.

In re Walker (1907) 2 Ch. 120. In taking the accounts of a person who had been appointed receiver and committee of a lunatic's estate, it appeared that the receiver had a balance in his hands at the death of the lunatic, and that after the lunatic's death he had received further moneys which were also in his hands, and the question then arose whether a surety for the receiver could be made answerable for these subsequent receipts as well as for the balance in hand at the date of the lunatic's death. The Master held that the surety was liable, but the Court of Appeal (Cozens-Hardy, M.R. and Kennedy, L.J.) held that the receipts subsequent to the death of the lunatic could not