

to hold that if a commander of a submarine went on board the vessel and ordered the crew to leave and there sank her, that would be "capture;" but that if he did not go, or send any one on board, but merely ordered the crew to leave and then sank her, it would not be "capture."

SALE OF GOODS—STOPPAGE IN TRANSITU—VENDOR'S LIABILITY TO CARRIER FOR FREIGHT.

Book Steamship Co. v. Cargo Fleet Iron Co. (1916) 2 K.B. 570. In this case the Court of Appeal (Lord Reading, C.J., Warrington, L.J., and Scrutton, J.) have determined that where a vendor of goods exercises his right of stoppage in transitu he is liable to the carrier for the freight due in respect of such goods. The decision is important as the Court lays down the law regarding the rights of the parties where goods are stopp'd in transitu as follows:

(1) Where goods are stopped by vendor in transitu before they reach their ultimate destination, the carrier is bound to act upon the notice by delivering the goods to, or according to the directions of, the vendor, and, if he fails to do so, is liable in damages to the vendor for conversion.

(2) The vendor on his part (although he may not be a party to the contract of affreightment) is bound to take the goods, or give directions for their delivery on arrival, and to discharge the carriers' lien for freight, and, in default, is liable in damages to the carrier for the amount of the freight.

(3) If the conduct of the vendor prevents the carrier from carrying the goods to their specified ultimate destination, he is liable for the freight not only to the place where the goods are in fact carried, but also to the ultimate destination.

(4) The effect of stoppage in transitu is not to rescind the contract between the carrier and the purchaser, or to vest the property in the goods in the unpaid vendor.

But according to Scrutton, J., a vendor stopping in transitu cannot, against the will of the carrier, compel delivery of the goods before they arrive at the specified destination.

The judgment of Bailhache, J., was reversed and judgment given in favor of the carriers against the vendors for the full amount of the freight.

PRACTICE — TRIAL BY JURY—SEPARATION OF JURY AFTER SUMMING UP, AND BEFORE VERDICT—VALIDITY OF VERDICT.

Fanshaw v. Knowles (1916) 2 K.B. 538. This was an action tried with a jury. After the summing up, the jury retired to