

(inter alia) the following exceptions and conditions: (1) all accidents, loss and damage whatsoever from defects in hull, tackle, apparatus, machinery boilers, steam, and steam navigation . . . or from any act, neglect or default whatsoever of the pilot, masters, officers, engineers, crew, stevedores, servants or agents of the owners in the management, loading, stowing or discharging or navigation of the ship, or . . . otherwise, and the owners being in no way liable for any consequences of the causes mentioned." "(2) It is agreed that the exercise by the shipowners or their agents of reasonable care and diligence in connection with the ship, her tackle, machinery and appurtenances, shall be considered a fulfilment of every duty, warranty or obligation, and whether before or after the commencement of the said voyage." The chief engineer of the defendants was employed to superintend the fitting of the machinery when the ship was in course of construction, and had neglected to make himself acquainted with the proper adjustment of a "three way cock" fitted to the main bilge pipe; and owing to this cock not having been turned so that it would only be open at one time in two directions, an inflow of sea water took place, and the cargo was thereby damaged. Deane, J., held that the defendants were liable, as their agent had not exercised "reasonable care," as required by the second clause in the bill of lading.

RAILWAY COMPANY—STATUTORY POWERS—LIMITATION OF TIME  
FOR EXERCISE OF POWERS—EXPIRATION OF TIME—COMPANY IN  
POSSESSION OF LAND—COMMON LAW RIGHT OF COMPANY.

*Great Western Ry. Co. v. Midland Ry. Co.* (1908) 2 Chy. 644. This was an appeal from the decision of Warrington, J. (1908) 2 Ch. 455 (noted ante, vol. 44, p. 689). The action was brought claiming a declaration that the plaintiffs were entitled to running rights over part of the defendants' line of railway. The defendant company had granted the plaintiffs' company in 1898 a license to enter on and use the line in question and construct junctions therewith, but subject to the provisions of a certain Act which inter alia provided that the plaintiffs might construct the railway, but that "if the railways be not completed within 5 years from the passing of this Act, then, on the expiration of that period, the powers granted by this Act to the company for making and completing the railway or otherwise in relation thereto, shall cease except as to so much thereof as is then completed." The construction of the necessary conjunction with