

REVIEW OF CURRENT ENGLISH CASES.

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ADMIRALTY—BILL OF LADING—INCORPORATION INTO BILL OF LADING OF CONDITIONS OF CHARTER-PARTY—ARBITRATION CLAUSE—STAYING ACTION.

The Portsmouth (1911) P. 54. In this case, the action was to recover for demurrage and was stayed on the ground that by the terms of the charter-party, which were incorporated in the bill of lading, in case of dispute the matter was to be referred to arbitration. The reference in the bill of lading was as follows: "he or they paying freight for the goods with other conditions as per charter-party," "Deck load at shippers' risk and all other terms and exceptions of charter to be as per charter-party, including negligence clause." The charter-party provided for payment of demurrage and "any dispute or claim arising out of any of the conditions of this charter-party shall be adjusted at the port where it occurs, and the same shall be settled by arbitration. A Divisional Court affirmed the order staying the action, (1910) P. 293, but the Court of Appeal (Williams, Buckley, and Kennedy, L.JJ.) were of the opinion that the arbitration clause in the charter-party only applied to disputes arising under the charter-party and could not by inference be extended to apply to disputes arising under the bill of lading. The decision of the Divisional Court was therefore reversed.

FIXTURES—MANSION HOUSE—WOOD CARVINGS ATTACHED TO HOUSE—RIGHT OF REMOVAL OF WOOD CARVINGS ANNEXED TO FREEHOLD.

Re Chesterfield (1911) 1 Ch. 237. In this case a mansion house was by the will of a testator settled to certain uses in strict settlement. Attached to the walls of the mansion house, by nails or pegs as ornamental decorations, were certain wood carvings by Grinling Gibbons. The testator by his will bequeathed to the tenant for life all his books, pictures and other works of art or curiosity, and generally all goods and effects in or about the mansion house. The tenant for life sold the mansion house, reserving the wood carvings, which he removed and sold a portion of them, claiming to be absolutely entitled to the proceeds