

the charter party, which were only binding as between the charterers and the ship-owners; and also that persons dealing with the captain in the ordinary course of business were not affected with constructive notice of the provisions of the charter party by the reference in the bills of lading to the charter party, on the ground that the equitable doctrine of constructive notice of contents of documents is confined to documents relating to land and estates, and is not applicable to mercantile transactions or documents. His decision was affirmed by the Court of Appeal (Lindley, Lopes and Rigby, L.JJ.) Lindley, L.J., on this point observes: "In dealing with estates or land, title is everything, and it can be leisurely investigated; in commercial transactions, possession is everything, and there is no time to investigate title; and if we were to extend the doctrine of constructive notice to commercial transactions, we should be doing infinite mischief and paralyzing the trade of the country." It is more particularly with regard to this point that the case deserves careful attention.

SHIP—BILL OF LADING—WARRANTY—IMPLIED CONTRACT—FITNESS OF REFRIGERATING MACHINERY.

*Owners of cargo of "Maori King" v. Hughes*, (1895) 2 Q.B. 550; 14 R., Nov. 228, is another case in relation to a bill of lading. The goods in question consisted of a cargo of frozen meat, shipped for transmission from Australia to England. The bill of lading was headed "Refrigerator Bill," and described the goods as 4,553 carcasses of hard frozen mutton, shipped in apparent good order, and to be delivered in like good order, subject to exceptions therein mentioned, one of which was: "Steamer not to be accountable (inter alia) for the condition of goods shipped under this bill of lading, nor for any loss or damage thereto arising from failure or breakdown of machinery, insulation, or other appliances." The ship started from Melbourne, but in consequence of the refrigerating machinery breaking down, the cargo had to be landed and sold at Sydney by the defendants, at a great loss. The statement of claim alleged that it was an implied term of the contract contained in the bill of lading, that the ship and the refrigerating ma-