

PRACTICE—SPECIAL LEAVE TO APPEAL TO PRIVY COUNCIL.

The only point for which it will be necessary to notice *St. John's v. Central Vermont Railway Co.*, 14 App. Cas., 590, is one of practice. The appellant had obtained special leave to appeal to the Privy Council on the ground that the appellant desired to raise a particular question of great and general importance, and on the argument of the appeal the Judicial Committee refused to permit the appellant to contend that no such question arose, and that the case turned upon a question of fact, on which the Court below was in error.

STATUTE—CONSTRUCTION OF—BONA FIDE PURCHASER.

Mutual Provident Society v. Macmillan, 14 App. Cas., 592, is a decision of the Judicial Committee upon the construction of a Statute of New South Wales. The act in question enacted that a declaration made by an attorney that he has no notice of the revocation of his power by death or otherwise, is conclusive proof of non-revocation, when made to a *bona fide* purchaser for valuable consideration without notice. The Judicial Committee (affirming the Colonial Court) held that a general verdict against a purchaser in an action to recover the property, was justified by evidence to the effect that the purchaser had cause to suspect, and did suspect, the truth of the declaration.

GENERAL AVERAGE—JETTISON—RIGHT TO CONTRIBUTION—REMEDIES OF OWNERS ON GOODS JETTISONED—LIEN ON GOODS SALVED.

Steel v. Scott, 14 App. Cas., 601, is an important contribution to the exposition of the maritime law relating to jettison. In this case the Judicial Committee lay down the following principle: That when goods are jettisoned the right of contribution for the loss of such goods as against the owners of goods salvaged does not extend to those by whose fault the safety of the ship has been imperilled and the jettison rendered necessary. Thus when the ship was stranded through the negligence of the master, it was held that the owners of the ship are not entitled to general average with innocent owners of the jettisoned cargo; unless their ordinary relations to the shippers have been varied by contract. Their Lordships also hold that each owner (other than those in default) of jettisoned goods becomes a creditor of ship and cargo salvaged, and that he has a direct claim against the owners of the ship and cargo respectively, for a *pro rata* contribution towards his indemnity which he can recover by direct action, or by enforcing through the ship master, who is his agent for that purpose, a lien on each parcel of goods salvaged to answer the proportionate liability. It may be well to note that the proposition laid down by Parsons in his *Law of Insurance*, vol. 2, p. 285, and in his *Law of Shipping*, vol. 1, p. 211, to the effect that when the jettison is rendered necessary through the default of the ship master, there is no claim for contribution, but that the owners alone are liable to make good the loss, was disapproved by their Lordships as not being supported by authority.