

REVIEW OF CURRENT ENGLISH CASES.

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SHIP—FIRE—FIRE CAUSED BY UNSEAWORTHINESS—"ACTUAL FAULT OR PRIVILEGE"—MERCHANT SHIPPING ACT, 1894 (57 & 58 VICT. C. 60), s. 502.

Lennard's Carrying Co. v. Asiatic Petroleum Co. (1914) A.C. 705. In this case the House of Lords (Lords Haldane, Atkinson, Parker and Parmoor) have affirmed the judgment of the Court of Appeal (1914) 1 K.B. 419 (noted *ante* vol. 50, p. 227). The action was by owners of cargo against the shipowners for loss of cargo by fire. The defendants claimed exemption from liability under s. 502 of the Merchant Shipping Act, 1894, which protects a shipowner from liability for losses by fire happening without his actual fault or privilege. The vessel in question put to sea with its boilers in a defective condition, with the knowledge of the managing owner of the vessel, and the fire was occasioned by the unseaworthiness of the vessel in this respect. The Court of Appeal held that s. 502 afforded the defendants no protection in these circumstances, (1914) 1 K.B. 419 (noted *ante* vol. 50, p. 227), and the House of Lords was of the same opinion.

CONTRACT—CONSTRUCTION—JURISDICTION OF COURT—DUTY OF EXECUTIVE GOVERNMENT TO ASCERTAIN LAW—INJUNCTION TO RESTRAIN RECEIPT OF MONEY—PAYMENT BY EXECUTIVE—CONTEMPT OF COURT—DECLARATORY JUDGMENT AS AGAINST CROWN.

The Eastern Trust Co. v. Mackenzie Mann & Co. (1915) A.C. 750. This was an appeal from the Supreme Court of Canada, in which some important observations are to be found on questions of great constitutional importance. The appeal arose out of a contract made by Mackerzie & Mann with the Hervey Trust Co. in 1902 for the purchase of certain bonds and stock of the Nova Scotia Southern Ry. Co. The price to be paid was \$195,000, which, however, was subject to the right to deduct therefrom payments to be made by the Nova Scotia Government for "labour and supplies" furnished in connection with the construction of the railway. James Irvine, who claimed to be a partner of R. G. Hervey and the Hervey Trust Co., commenced an action for an account of the partnership and the appointment of a receiver. In that action an injunction against Hervey and the Hervey Trust Co., receiving any money of the