of a canal boat and the defendants tendered him for carriage thereon a consignment of ferro-silicon in barrels as "general cargo." This substance is dangerous owing to its liability to give off poisonous fumes. In the course of transit the poisonous fumes were given off, the husband died from its effects, and the plaintiff who was also on the boat assisting her husband was rendered seriously ill. Walton, J., who tried the action, gave judgment for the plaintiff in both capacities. And his judgment was affirmed by the Court of Appeal (Williams, Moulton, and Farwell, L.JJ.). Walton, J., had found as a fact that the defendants did not know, and that they were not guilty of negligence in not knowing that ferro-silicon was dangerous, but notwithstanding Williams, L.J., was of the opinion that when shipping such an article it was their duty to communicate to the plaintiff's husband such information as they had as to the nature of the article and therefore to describe it as ferro-silicon, and not as general cargo, and by reason of that neglect of duty they were liable. Moulton and Farwell, L.JJ., on the other hand, held that there is an implied warranty by a consignor that the goods delivered are fit for carriage, and unless the carrier knows or ought to know that they are dangerous, the consignor must be taken to warrant that they are not dangerous.

MARINE INSURANCE—POLICY—WARRANTY—FREE FROM PARTICULAR AVERAGE AND LOSS.

Otago Farmers' Association v. *Thompson* (1910) 2 K.B. 145. This was an action on a marine insurance policy. The policy covered a cargo of frozen meat and the period of the risk was stated as follows: "Risk commencing at the freezing station works and includes a period not exceeding sixty days after the arrival of the vessel." It also contained the following clause: "Warranted free from particular average and loss unless caused by stranding, burning, or collision of the ship or craft." Owing to causes arising during the voyage, other than "stranding, burning, or collision" of the ship, the meat arrived in a condition unfit for human food, and was condemned, and there was a total loss. Hamilton, J., found as a fact that the expression "warranted free from particular average and loss" was a well-known formula used in connection with insurance of frozen meat, and that the word "loss" in that formula was well understood amongst underwriters to mean all loss total as well as partial, and that the clause, however inapt to express the meaning, was in fact in-