

tious business. On the completion of the sewage works the council passed a resolution that the defendant be paid a sum of money for his services in connection with the scheme, which was duly paid, and which was the payment impeached. The Court of Appeal (Lord Halsbury, L.C., Lord Esher, M.R., and Lindley, L.J.) affirmed the judgment of Pollock, B., dismissing the action.

BILL OF SALE—CHATELS—DESCRIPTION—AFTER ACQUIRED PROPERTY.

Perhaps the only points of interest here, in *Carpenter v. Deen*, 23 Q.B.D. 566, are those relating to the sufficiency of the description of chattels in a bill of sale. The chattels were described in a schedule annexed to the bill of sale in question, as "twenty-one milch cows" on a farm belonging to the grantor, "and all goods, chattels, and effects in or upon the premises, belonging to" the grantor. After the execution of the bill of sale the grantor sold several of the cows referred to in the bill of sale, and bought others. It was held by the Court of Appeal (Cotton, Fry and Lopes L.JJ.) affirming a judgment of Charles, J., that there being no covenant express, or implied, affecting after acquired property, the bill of sale did not extend to any of the stock brought on to the farm after the date of the bill of sale; and further (reversing Charles J.) Lopes, L.J., dissenting, that the description "twenty-one milch cows" was not sufficiently specific to satisfy the requirements of the Bills of Sales Act, 1878.

CONSPIRACY—COMBINATION OF SHIP OWNERS TO KEEP UP FREIGHT—ENGROSSING PARTICULAR TRADE—EXCLUDING RIVAL TRADERS FROM COMBINATION.

The *Mogul Steamship Co. v. McGregor*, 23 Q.B.D. 598, is an appeal from the decision of Lord Coleridge, C.J., 21 Q.B.D. 544, noted *ante* Vol. 25, p. 10. It may be remembered that the action was brought to recover damages on the grounds that the defendants, who were ship owners, engaged in the China trade, had combined together with a view of keeping up a monopoly of the trade, from a certain Chinese port, and offered to merchants and shippers in China who shipped their goods exclusively in vessels belonging to the defendants a rebate of 5% on all freights paid by them, and the defendants offered to furnish steamers, when necessary, to underbid any competing vessels, which should come in to the port in question. The plaintiffs, who were rival ship owners, were excluded from association, and in consequence of such exclusion claimed to have suffered damage. Lord Coleridge, C.J., not without some doubt, dismissed the action, and his decision has now been affirmed by the Court of Appeal (Bowen and Fry, L. JJ.; Lord Esher, M.R., dissenting), on the ground that the association, having been formed for keeping the trade in their own hands, and not from any personal malice or ill-will to the plaintiffs, was not unlawful. With Lord Coleridge, C.J., doubting, and Lord Esher dissenting, it would be unsafe to predict what will be the ultimate issue of the action in the House of Lords.

CONFLICT OF LAWS—LEX LOCI CONTRACTUS—INTENTION OF PARTIES—CLAUSE IN CONTRACT VOID BY LAW OF THE COUNTRY OF THE CONTRACT—SHIP—BILL OF LADING—LAW OF THE FLAG.

In *re Missouri Steamship Co.*, 42 Chy.D. 321, a somewhat novel point in the law of contracts was raised. A contract was made by the claimant, a citizen of