

give security for costs, and had paid money into court therefor; and on the judgment being given by North, J., in their favour, the defendants asked that the money which the plaintiffs had paid into court should be retained, pending an appeal from the judgment. North, J., granted the application on the defendants' undertaking to present the appeal within a fortnight. The plaintiffs claimed that an equal amount should be paid into court by the defendant as security for the plaintiffs' costs of the appeal, but this North, J., refused to order. The injunction and inquiry as to damages were not stayed, and the costs of the plaintiffs' solicitors were ordered to be paid upon their giving the usual undertaking to refund them in case the appeal should be successful.

**MARITIME LAW**—SEAMAN—MERCHANT SHIPPING ACT, 1894 (57 & 58 VICT., c. 60), s. 186—"PASSAGE HOME."

*Edwards v. Steel*, (1897) 2 Q.B. 327, is a decision of the Court of Appeal (Lord Esher, M.R., and Smith and Rigby, L.JJ.) affirming the judgment of Collins, J., (1897) 1 Q.B. 712, noted ante vol. 33, p. 620. Upon the appeal the plaintiff seems to have raised in addition to the point mentioned ante p. 620, that he ought to have been provided with maintenance during his journey as well as his transportation, but the Court of Appeal held that as the master had deposited the amount called for by the Consul's certificate given under clause *d.* of s. 186, the ship owners were relieved from any further liability. Their Lordships in the Court of Appeal seem, however, to have differed with Collins, J., as to the meaning of the words "a passage home," and intimate that they mean the port at which the seaman was shipped, or some port of the United Kingdom agreed to by him; but they upheld the judgment of Collins, J., on the ground that the plaintiff had agreed to go to the port to which he was given a passage.