was brought by shipowners against the holders of bills of lading to enforce a lien on the goods mentioned therein for dead freight. The facts being that the Mississippi Transportation Co. had chartered the plaintiff's vessel to proceed to Mobile and Pensacola and there load a full and complete cargo of timber to be discharged at ports in Europe. The vessel proceeded to Mobile and Pensacola, but the charterers failed to provide more than about eight-thirteenths of her full cargo. In order to mitigate the loss the Master procured cargo from other sources at less remunerative rates than provided by the charter party. Some of this additional cargo was loaded on deck, whereby the vessel became unseaworthy and part of it had to be jettisoned; and the vessel had to put into Halifax for repairs. The charter party provided for the payment of dead freight and gave the shipowners a lien on the cargo therefor. Notwithstanding these misfortunes the defendant's goods were delivered in time and in good order. The defendants contended that when the vessel became unseaworthy that was a breach of warranty which put an end to the charter party, and also that the deviation into the port of Halifax put an end to the contract, because it was rendered necessary by the plaintiff's own act in having rendered the ship unseaworthy by overloading it, and therefore that the plaintiffs could not recover under the charter party but only as common carriers. The Court of Appeal gave effect to these contentions, but the House of Lords (Lord Loreburn, L.C., and Lords Macnaghten, and Atkinson) reversed their decision, holding that a contract of affreightment is not put an end to by deviation rendered necessary by unseaworthiness however it may arise.

ADMIRALTY—SHIP—COLLISION—TUG AND TOW—TUG IN COLLISION WITH THIRD VESSEL—TUG AND THIRD VESSEL—ADMIRALTY RULE AS TO DIVISION OF LOSS.

The Devonshire v. *The Leslie* (1912) A.C. 634. This was an admiralty case in which the question at issue was whether or not there is any principle of admiralty law which precludes an innocent vessel damaged by collision through the fault of two other ships, from recovering the whole loss from either of the delinquent ships. The House of Lords (Lord Haldane, L.C., and Lords Halsbury, Ashbourne, Macnaghten, and Atkinson) (affirming the Court of Appeal (1912) P. 21, noted ante vol. 48, p. 230) answer that question in the negative. The facts were that The Leslie, a dumb barge (i.e., a vessel having no propelling