





months after the vessel has been reported, but if the freight is to be paid before that period, then the defendant is not liable. It is clear, however, that the goods having been sold, the account sales was made out and forwarded to the defendants. It will be noticed that the "stop" was taken off at the request of Lyall and Co., but it happened that prior to the payment of the freight that house stop payment, and then, and not till then, as was proposed, an application was made to the defendants for the freight. The defendants, however, declined to pay the freight, mainly the ground being that the "stop" had been taken off and subsequently withdrawn at the instance of the Messrs. Lyall Brothers, who had not only promised to pay the freight, but had even given a bill for upwards of £600. In part payment, but which acceptance had not been honoured, then that this was a new contract for the freight as between the plaintiffs and Lyall Brothers, by which they, the defendants, were released from all liability on the subject. — Mr. Crozier, in the course of his address on the part of the defendants, said that shipowners have something like the power which a landlord has over the goods of his tenants in a case of non payment of rent. In fact the shipowner is in a far better condition, for he has the goods under his own control; the ship is his, and the goods are on board, therefore if he loses his freight it is through his own negligence. Now what was the case which had been presented to their notice? Why all through the transaction, up to the failure of Lyall and Co., the plaintiffs were held to be the parties who were to pay the freight, but in consequence of that failure the defendants, who had been losers to the extent of several thousands, were to be made still further liable. The plaintiffs had chosen to trust Messrs. Lyall, and he had no hesitation in saying that they they could not come upon the principal. The present case, therefore, stood more on the principle of mercantile custom, than points of law. There was no doubt as to the question that the bill of lading, as made out, the parties whose name were introduced were liable for the freight. And upon what principle, he would ask, then, could these shipowners come upon the defendants, after they had given credit to the Messrs. Lyall. The party to whom the bill of lading was sent was only liable. Mr Lyall said he had caused the "stop" to be taken off, and he considered he was alone liable. This was a very curious fact, and he desired Mr Martin to deny that the dealings were between the plaintiffs and Lyall through the medium of Mr Young. Look at the bill of lading, why it was made out to Messrs. Lyall and Brothers. If the doctrines of Mr Martin were correct, when were shippers of goods to be safe? if they were liable to pay freight when was that liability to cease? when was an end to be put to it? Already had the defendants lost several thousands by the failure of Messrs. Lyall and Brothers, and now they were called upon to submit to a still further loss of £1,879. Their decision in this case would no doubt decide several others, and he was ready to admit it was one of very great importance to the mercantile world. The bill of lading was then put in, which gave Mr Martin the right to reply. — The Lord Chief Baron said, this was an action brought by Messrs. Greens, the owners of the Sugar, and the defendants were Messrs. Lyall and Co. in several firms. The action was to recover the amount of freight brought to this country in 1847; there could be no doubt under these simple circumstances the shipper was bound to pay, and therefore on the first plea of non assumption the plaintiffs were entitled to a verdict. If the other pleas were merely feints then there was an end of the discussions which had taken place. Formerly, under the old practice, the general issue used to be pleaded, and then very often, after being so pleaded, the parties acquainted with the real facts, got rid of contracts, under the new rules it was essential to plead, to the contract entered into, and the grounds of objection to the action. With respect to the meaning of the bill of lading, which was the contract, there could be no doubt, but that the shipper was primarily bound to pay the freight; certainly it had been laid down by Lord Tenterden, that where there was a bill of lading and no charter party, that if the shipper did not pay, as freight before they were received by the consignee, the owner had no right to turn round on the shipper and demand payment. It had since been contended that this was not law, but no solemn decision had yet been given on this point. — The main question for them was, did the shipowner or not have a claim on the shipper? Certainly there was no law in existence to benefit the latter at the expense of the former: he fully authorised the captain to retain the cargo until the freight was paid. If the cargo remained until the freight was paid. If there had ever been any doubt upon this point, that had been settled and acquiesced in by the decisions of repeated juries, the same as was (the judges) in cases of bills of lading being marketable instruments. The judges formerly held they were not negotiable, but three special juries, formed of mercantile men, declared by their verdict, that bills of lading were negotiable. The reason why the bills had been objected to, was, that the goods, in consequence of their migratory character, although the court above held this opinion for a long period, the mercantile interest bent them, and the judges gave way, and negotiation of bills of lading is now held indispensable to the commerce of the country, and their negotiability now formed a part of the law of the land. He had stated that on the first plea they would have to find for the plaintiffs, and if the 2d, 3d, 4th, and 5th pleas did not materially alter the state of the case, they would find for the plaintiffs. On the 6th plea, if they did alter and affect the first, they would say on what pleas they found, and whether the damages were nominal or not; if their verdict should be to any particular part, they would say whether it was in favour of the plaintiffs or defendants. As to the first plea, the defendants declared by that, that the plaintiffs had given absolute credit to Messrs. Lyall and Brothers, and that the freight was paid before the goods were shipped. He was ready to say that absolute credit was given by the shipowners to Messrs. Lyall, was, and that the freight was to be paid on the arrival of the ship was quite intelligible, and until the freight was paid, the consignee or agent could not take the goods away. Formerly when a vessel arrived, the

shipowner was bound to keep the goods on board until he obtained his freight; if he landed them, he was liable for them, and he was empowered to put them on shore, and deposit them in docks, and control over them as they were on board. As was now an universal practice, the shipowner could put the authority in the hands of any person, and he could go into the country or go as he pleased. All that those in whose custody the goods were deposited had to do was to attend to the order of the broker. Before, when the shipowner named with them, he lost his lien, not so now. From the evidence adduced it appeared that the goods were required for various parties, some of them for the use of the very shippers of the goods. This of itself made it clear that Lyall Brothers, and Co., were not in the character of the consignees of the goods, but the mere vendor or vendee to get the goods disposed of, the broker could not look to Lyall and Co. as the original consignees, but merely as the agents in the business. The goods in question had been landed, and the "stop" appeared to have been taken off in the usual way. On the 23d of July Mr Lyall wrote thus: — "Dear Sir, — Please give release (as per under) let per Stag, Captain Parish; the freight we shall pay when due." Now this differed very much from the case of "Saunders v. Vanseller." The real question before them was the release which Lyall and Co. had asked for, to be taken off the consignees, or the individuals, who acted as Lyall. Again, had they any evidence that the plaintiffs had accepted this promise of Lyall to pay freight to be in full satisfaction of any right they had to sue the consignors for the freight? On this they had no direct evidence; then what evidence had they that Lyall and Brothers had ever entered into such a contract? What reason why they should? No doubt there were parties who met Lyall, and who said, "We want these goods," and although they said we promise to pay the freight, still it did not take away the right on the part of the plaintiffs to sue the shipper for it. They had no right to accept such parties, unless the money for the freight was paid down. Do you, gentlemen, as men of business, come to such a conclusion — that this was a discharge to the consignors; that there was a consent, you will say, as witnesses, men, whether superior or inferior, they wanted? Why should the plaintiffs give up a right? By the general rule you have a right to infer that no rights are given up, especially when they are to the advantage of the parties. The plaintiffs have a right to say that they gave up no right which they possessed to Lyall; that, although they agreed to the terms of Lyall, they still retained their right to sue the defendants on the original contract with the shippers. They would say upon the evidence adduced whether the plaintiffs had given up such a claim as they possessed against the shippers. Although the promise to pay the freight was made by Lyall and Brothers, that did not destroy the right of the plaintiffs to proceed against both unless there was evidence to show that Lyall did not act as the agents for the shippers. Undoubtedly the Messrs. Lyall were personally liable by putting their names to the bills of lading; but they said we want these goods, and we want the freight, still it did not prevent the shippers from being held responsible. The plaintiffs might say, although we hold your security, we do not release the shippers unless the freight is paid. The third plea would show that a bill of exchange for £544. 2s. 8d had been given to Mr Young, who acted as the broker, and by his evidence it appeared it was given by the way of security for the freight. Young, by his evidence, certainly contended that the bill was given on a plain basis, he swears that when he saw Mr Lyall, the latter said that whatever may happen to us you will get your freight. Mr Lyall, however, gave a totally different version of the transaction. You, as men of business, will say what is the result you draw from such transactions. Suppose the bill was given as a security, that did by no means affect the plaintiffs' right, for he could hold both the consignees and the shippers responsible; the plaintiffs have no doubt a right to proceed against either or both parties, for he might say to the consignees, we take your security to enable the stop to be removed; but if you do not satisfy the freight, we shall hold the shippers liable. It had been advanced by the counsel for the defendants that the bills of lading had arrived blank, and that the plaintiffs had debited the amount of the freight to Lyall and Brothers, and that the latter were the endorsees of the bills of lading; the evidence however showed that although so debited, they had not been looked upon in any other light than the agents. It was, however, a question for them entirely; they would say whether the defendants were liable for the sum of £1,879. 11s. 0d, or not. Now, in the month of October an account was now in by the plaintiffs to Messrs. Lyall, explaining how the accounts stood, which were made up to the following: — A jury: Your lordship will recollect that the freight was due on the 12th of September. The Lord Chief Baron: It was certainly due, but in fact, it was not paid. — The jury: It was due on the above day, and the stoppage of Lyall did not take place until the 30th of September. — The Lord Chief Baron: That will be a question for you. The fifth plea, and on which the defendants rely, refers to the present claim of £1,879. 11s. 0d, and in which it is said that the goods were shipped, that the bills of lading were given on a plain basis, that Messrs. R. and W. Lyall were the endorsees of the bills of lading as agents, and for and on behalf of the said defendants; and that before the delivery of the said goods the plaintiffs debited the said R. and W. Lyall with amount of the freight, and on that account they were not liable. Now all this might be very consistent; without the plaintiffs in any way giving up their right to proceed against the shippers, independent of any mercantile transactions in this country, was to send over a cargo to this country, and say to the consignee that he would give him the cargo on condition to pay the freight, the shipowner would not be bound by such a contract; he had the right to hold the consignee liable, and he would be liable, unless the freight had been paid down. The question for them to decide were, did a shipowner give up his

right when he takes a security from the consignee (or agent)? Now, in his (the Lord Chief Baron's) opinion, the shipowner did not give up his right to sue the shipper, and the delivery of the release to Lyall was a delivery to the defendants, who had by no act got rid of their original liability. They (the jury) who were better acquainted with mercantile practice, either the bench or bar, would form their own judgment on the case, and if they were satisfied that the evidence did not give to the defendants a sufficient release, then they were in the same position as if the goods had not been consigned. If they entertained a different opinion, their verdict would be accordingly. — The jury after a short consultation, found for the plaintiffs for £1,879.

RETURNS OF TRADE AND NAVIGATION.

(From the Morning Chronicle.)  
The official returns relating to trade and navigation for the month and also for the five months, terminating on the 5th of June, exhibit precisely the figures which our readers must have anticipated. The foreign account closed, the tide of our commercial prosperity was, at present, but still the following in the comparative amount of the Exports as compared with the last two years: —

Month ending 5th of June.		
1846	1847	1848.
Total . . . 2,474,996	2,457,403	2,536,394
Five Months ending 5th of June.		
1846.	1847.	1848.
Total . . . 220,619,844	220,815,372	217,946,426

A decline of more than £1,100,000 in a month, or upwards of thirteen millions per annum, would be a truly alarming symptom if the main causes to which it is to be imputed were not manifestly exceptional in their nature, and as it may be hoped, of transient duration. We shall be disappointed if the accounts of the present month, and the next, do not show a rather more favorable picture: for an opinion pretty generally exists that we have seen the worst, and that the tide is beginning to turn. The belief may, perhaps, rest partly on the general impression that "when things have come to the worst, they must" partly upon the evidence of facts, which in any case, indeed, at present, but still, as far as they go, encouraging. The report from Manchester, showing an increase in the number of hands working full time of 212 over the past week, and stating that a general disposition had been manifested to make purchases, gives a pleasing indication of better times. The truth is that the immediate effect of political convulsions is to suspend orders; but consumption may still go on, though arrested in its progress, at a diminished rate, on account of the poverty and distress always consequent upon Revolutions. Still it goes on, more or less; and when the stocks which were in hand when the storm broke out become exhausted, it is to be expected that the demand will to a certain extent, revive. It is our hope, therefore, that the lamentable decline exhibited in the tables before us in the exports of our silk, cotton, linen, moulten, fur, and hardware manufactures, by reason of the blow has principally fallen, may hereafter exhibit a less painful contrast with our former prosperity. At the same time we are not scrupulous to anticipate that they will revive suddenly to their full extent, or that the latter half of the current year will make up for the shortcomings of its beginning. The political calm which at present exists in France and other parts of the Continent, is, we fear, but a treacherous one. The re-establishment of an order on a firm basis, without which confidence will not take root, must be the work of time. Till this (take place the pulses of commerce will beat languidly and the energies of manufacturing industry will be chilled by caution and distrust. We may pray for peace to our neighbours, with the firm conviction that it is the only sure pledge of plenty to ourselves.

The other side of these returns, which exhibits the Imports of the country during the same periods, is a suitable reflection of the former. Our power of taking foreign products and articles of consumption is, of course, stunted by the same cause, and selling less, we are less able to buy. The heavy decline which we have seen in the Revenue Tables for the last quarter under the head of Customs, manifests itself here under another aspect, and in all the fulness of detail. The articles of which the working classes are the largest purchasers, such as coffee, cocoa, sugar, tobacco, &c., appear in diminished quantities, and testify to the privations of the unemployed, and the retrenchments of all. There is one article which we have not enumerated, belonging to the same category, because it deserves a separate comment, and has been already described by the President of the Board of Trade, in support of a view in which we were unable to concur with him. Mr. Labouchere relies, in a recent debate upon the sugar question, on the increased consumption of tea exhibited in these tables, as indicative of a favourable reaction, and as justifying his sanguine calculations both as to the measure then before the House, and as to the prospects of the revenue, which he has been endeavouring to draw from the Government. It is true that the demand for tea charged with duty for home consumption exhibit an increase as follows: —

Month ending 5th June.		
1846.	1847.	1848.
4,008,241 lbs.	3,900,953 lbs.	4,100,749 lbs.
The month ending 5th June.		
1846.	1847.	1848.
19,212,437 lbs.	19,441,869 lbs.	20,242,544 lbs.

But if an increase is exhibited upon a particular item, while the general tone of the returns upon almost every other article of importance exhibits the contrary result, the just inference would seem to be that some special circumstance may have operated in the article cited, which has had no effect on the remainder. In the present instance an explanation is afforded by the fact, that, owing to peculiar causes, there has been a considerable increase in the quantity of tea imported from the British Colonies, which a liberal bounty has afforded. The Government has also granted a bounty on the production of tea in the Colonies, and the result of the production of tea there is so much covered by the poorer classes, or

upon which they more promptly and certainly take advantage of any reduction in price. Whenever there is any increase in the quantity of tea imported, the demand has been immediate and reasonable; and a reduction of the importers' profit of course conduces to the same effect. We cannot refrain from quoting, in reference to this subject, a portion of Lord John Russell's speech on Monday night: —

"He would take some of the instances in which a large increase of consumption had followed a reduction of duty upon other articles. Perhaps the most remarkable instance was that of coffee. In 1829 at a duty of 1s. a pound, the consumption of coffee was about 7,000,000 lbs. In 1825, at a duty of 8d., it rose to 11,000,000 lbs., and, without any further reduction, it increased to 18,800,000 lbs. The duty being then further reduced, the consumption rose to 18,400,000 lbs. in 1830; but the duty being again reduced to 4d. on colonial and 6d. on foreign, the consumption in 1832 had increased to 34,470,000 lbs. The whole increase having been from 4,000,000 lbs. or 5,000,000 lbs. to 37,000,000 lbs. The consumption of cocoa, at a duty of 6d. a pound, in 1831, was 600,000 lbs.; with a duty of 3d it was 900,000 lbs.; while with a duty of 1s. a pound it had risen to 3,700,000 lbs. When the duty was lowered from 9s. to 7s. 6d., there was an increase in the consumption from 5,000, 000 gallons to 7,100,000 gallons. There was also a similar increase in the case of wine, the duty upon which was not reduced, but of which the price had been much reduced by taking away the monopoly formerly enjoyed by the East India Company. He alluded to the article of tea, the price of which had fallen from 2s. or 2s. 6d. under the old system to 1s. 3s. 7d. in October, 1844. The consequence was that the amount consumed rose from 37,000,000 lbs. in 1832 to 46,000,000 lbs. in 1844."

We cannot agree, for the reasons so clearly stated by Mr. Gombara, in the information deduced by Lord John Russell from the above statement in support of the position he was then contending for, but the passage appears to us to afford an irresistible argument as regards the article which furnishes him with his last example. If coffee, sugar, and cocoa are articles of which the consumption by the poor is so materially checked by taxation, how much more is this the case of tea? As a beverage it is much preferred to the other two, and nothing but the almost prohibitory price prevents its consumption to an extent which it has already attained in our colonies, and to which it is actually used at home by all who can afford the expense. If ever a safe experiment could be made in finance, we believe that a bold reduction in the duties would be a great measure, and as a practical relief and boon to the people, we are sure that no fiscal relation would be more beneficial. Besides for the chance of this or any similar alteration under the present administrators of the Exchequer, whose policy consists in putting our pecuniary affairs into a state of perilous confusion in the first place, and then pleading the embarrassment which they have occasioned as a pretext for refusing the most judiciously needed relief, and for declining to undergo the most anxious protracted for the reinstatement of our finances.

NEW ADVERTISEMENTS.

FOR SINGAPORE, PENANG, AND CAL- CUTTA, CALLING AT MACAO.  
THE BRIG GUY CHAMPION, Captain JAMES BURTON, has put on board 200 Buries for Passengers. For Passage, apply to the Captain on Board.  
JAMESON, EDGER & Co. Hongkong, 22nd September, 1848.

FOR AMOY.  
To SAIL on the 1st OCTOBER.  
THE fast sailing Barque LONDON, J. WILLIAMSON, Commander. On Freight and Passage.  
Apply to Messrs BURD, LANGE & Co. Victoria, 22nd September, 1848.

THE Reverend Mother A. FORCADE, respectfully informs the Public that she intends opening a daily School for Young Ladies. It is to be in the persons of these young people that she particularly addresses her views, and that no pains shall be spared to give their Daughters a sound and good education, both religious and classic.  
Reading, Writing, Grammar, Arithmetic, Geography, History will be taught, as well as the English and French Languages; also plain and fancy Needle Work of every description.  
Great attention will be paid to the general welfare of the Children.  
The terms will be agreed upon with the parents according to the age and studies of each Child. The class will be held from 9 o'clock in the morning till 11, and from 1 to 4 in the afternoon.  
The opening will take place on the 2nd of October, 1848, at the house appointed for that purpose, adjoining the Catholic Church.  
Victoria, 22d September, 1848.

VICTORIA DISPENSARY,  
Queen's Road.  
SODA WATER AND LEMONADE of Superior Quality.  
MADE at HINNAH's, China Shopkeeper.  
Victoria, 11th June, 1848.

A CARD.  
Dr. BALL, Surgeon Dentist, begs leave to inform the community of Hongkong, that he will remain in a limited time in this town, where he may be consulted in regard to his profession. Teeth extracted, filled, and extracted. Mineral Teeth inserted; and particular attention given in the regulation of Children's Teeth. Please address to the Care of DRAXX & Co.  
B. L. BALL, M.D.  
Hongkong, September 14, 1848.

WANTED a borrower of £1000. Mr. T. W. O'NEILL, of the firm of O'NEILL and BURTON, Solicitor at Law, has been appointed to sell the property of the late J. O'NEILL, Esq., deceased, which a liberal bounty has afforded. The Government has also granted a bounty on the production of tea in the Colonies, and the result of the production of tea there is so much covered by the poorer classes, or

Wanted, a good Clerk, or Secretary, for a small office. Apply to Mr. G. W. B. GARDNER, Solicitor, Victoria, 3rd August, 1848.

