there had been no abandonment; and (2) that the application of the suing and laboring clause was not excluded by the warranty against particular average. *Semble*, that evidence would be admissible to prove that by the usage among underwriters, the term "particular average" does not include expenses necessarily incurred in order to save the subject-matter of insurance from a loss for which the insurers would have been liable.—*Kidston* v. *Empire Insurance Co.*, Law Rep. 1 C. P. 535.

4. A ship under insurance was submerged; there was a common peril of destruction imminent over ship and cargo as they lay submerged; the most convenient mode of raising either or both was by raising them together; the cargo would be liable to a general average contribution for the cost of the raising, and the ship-owner would have a lien on the cargo to secure payment of that general average. *Held*, that the cost of raising the ship must be reduced by the amount of the general average contributed by the cargo, in determining whether the ship was a constructive total loss.—*Kemp* v. *Halliday*, Law Rep. 1 Q. B. 520.

See Principal and Agent, 1.

Interest.—*See* Partnership, 2; Vendor and Purchaser, 6.

Interpleader.

A. sued the defendants, to whom he had intrusted a policy for certain purposes and declared in trover, in detinue, and specially on the contract. B., who had pledged the policy with A., then sued the same defendants to recover the policy. *Held*, that an interpleader order, under 23 & 24 Vict. c. 126, § 12, directing proceedings in the first action to be stayed till further order, and also directing that A should be at liberty to defend the second action, indemnifying the defendants, and that B. should give the defendants security for costs, was rightly made.—*Tanner* v. *European Bank*, Law Rep. 1 Ex. 261.

Interrogatories.

1. Interrogatories will be allowed to be administered to a defendant, if they are put *bonâ fide*, though they may tend to criminate.—*Bickford* v. *Darcy*, Law Rep. 1 Ex. 354.

2. In an action of slander, it appeared from affidavits, that the defendant had made imputations against the plaintiff, to the effect that he had committed forgery, but that persons in whose presence they were made refused to give the plaintiff any further particulars: interrogatories were allowed to be put to the defendant as to the precise words used.—*Atkinson* v. *Fosbroke*, Law Rep. 1 Q. B. 628.

3. In a suit relating to real and personal estate, in which, after interrogatories filed, but before answer, the sole plaintiff had died, the court, on the application of the heir and executor of the plaintiff, made an order to revive; and as the time for answering had expired, ordered the defendant to answer the interrogatories within twenty-eight days.—*Earl Beauchamp* v. *Winn*, Law Rep. 2 Eq. 302.

See Commission to Examine Witnesses.

Jurisdiction.

1. In 19 & 20 Vic. c. 108, sec. 24, giving the county court jurisdiction of an action in which the debt consists of a balance not exceeding £50, after an admitted set-off, "an admitted set-off" means one admitted before action brought. — *Walesby* v. *Goulston*, Law Rep. 1 C. P. 567.

2. On the hearing of an information for removing cattle without a license, the justices have no jurisdiction to inquire into the sufficiency of the evidence on which the license was granted.—*Stanhope* v. *Thorsby*, Law Rep. 1 C.P. 423.

Landlord and Tenant.—*See* Lease.

Larceny.

The prisoner was sent by his fellow-workmen to their common employer for the wages due them all. He received the money in one sum wrapped in paper, with the names of the men and the sum due each written inside. *Held*, that he received the money as the men's agent, and not as the employer's servant; and that, in an indictment against him for larceny, the money was wrongfully described as property of the employer. —*The Queen* v. *Barnes*, Law Rep. 1 C. C. R. 45.

Lease.

1. In an action for breach of a covenant for quiet enjoyment in a lease, void for want of authority in the lessor to demise, the lessee can recover as damages the amount of premium paid for the lease, and also the difference between the value of the term professed to have been granted to him by the lease, and that of a shorter term which he obtained from the true owner of the premises. — *Lock* v. *Furze*, Law Rep. 1 C. P. 441.

2. A. sold an estate to B., who covenanted that no building to be erected thereon should be used as a beer-shop. B. erected a building thereon, and sold the estate to C., who sold to D., who let the premises to E., as tenant from year to year, without express notice of the covenant: it did not appear whether the deeds to C. and D. disclosed the covenant. *Held*, that the rule, that a purchaser, who does not inquire