loss having taken place under the original policy, the reinsured company claimed to be paid the amount of the reinsurance before having paid the loss on the original policy. This claim was resisted on the ground that the true meaning of the reinsurance policy was that the reinsurers were only to pay what should be paid on the original policy; but Stirling, J., held that the reinsurers were entitled to recover without having first discharged their own liability under the original policy, and that the words "to pay as may be paid" did not create any condition precedent.

EQUITABLE EXECUTION—RECEIVER—REVERSIONARY INTEREST.

In *Flegg* v. *Prentis* (1892), 2 Ch. 428, the plaintiff had recovered judgment against the defendant for a sum of money, and by way of equitable execution thereon he had procured the appointment of a receiver of the judgment debtor's reversionary interest in certain personal property. The present action was brought praying that by virtue of those proceedings the plaintiff was entitled to a charge on the property in question and for a sale thereof. Stirling, J., held that there was no jurisdiction to grant the relief claimed, and he dismissed the action with costs to be set off against the debt due by the defendant to the plaintiff.

CANAL—RIGHT OF SUPPORT—MINES—EASEMENT—STATUTE, CONSTRUCTION OF.

London & North-Western Railway Co. v. *Evans* (1892), 2 Ch. 432, was an action by the plaintiffs to restrain the defendant from working a mine beneath a canal owned by the plaintiffs. By an Act of Geo. II. the plaintiffs' predecessors in title were authorized to convert an existing brook into a navigable stream, and to maintain such navigation, and to make new cuts and canals as might be requisite for the purpose, paying compensation by an annual rent, or payment in gross, to any landowner for user or damage to his land. There was no express power given to purchase lands, but persons under disability were empowered to sell lands required for the "intended navigation," and the Act contained no provision respecting mines or minerals. The brook was converted into a canal, but no conveyances of surface lands were ever executed to the undertakers, who, under the Act, made annual payment to the owners for the use of their lands for the canal. The defendants were owners of coal under the canal, and in the course of working it caused a subsidence of part of the canal, which was the injury sought to be restrained. Kekewich, J., held that the plaintiffs had no common law right to support for the canal, and that the statute had not conferred any such right as against the owners of the coal. The action was therefore dismissed.

PRINCIPAL AND AGENT—COMPANY—DIRECTOR—MISREPRESENTATION, LIABILITY OF DIRECTOR FOR.

In *Elkington* v. *Hürter* (1892), 2 Ch. 452, the plaintiffs sought to compel the defendant, a director of a joint stock company, to make good representations by means of which he had been induced to enter into a contract with the company, which he would not otherwise have done. The alleged representations took place under the following circumstances: The plaintiffs contracted to supply