

## DIGEST OF ENGLISH LAW REPORTS.

and mixed in large hutches with other wheat received in the same way, and was either sold by the millers, or ground in their mill; the millers had the option of delivering to the farmers wheat of like quality or paying the market price, but it was not intended that the identical wheat delivered should be returned. The wheat was not insured as goods held in trust or on commission. *Held*, that the wheat was not held in trust, but was sold to the millers, and that it was covered by the policy.—*South Australian Insurance Co. v. Randell*, L. R. 3 P. C. 101.

2. Insurance on freight. The ship while on the voyage insured was stranded on the Welsh coast. The ship-owner discharged the cargo and sent it on to its destination by rail, at an expense of £212, and received the freight. The cargo might have been kept until the vessel was repaired, and then reshipped at an expense of £70. *Held*, that under the suing and laboring clause, the ship-owner was entitled to recover from the underwriters the least reasonable amount for which the goods could have been carried forward, which was £70.—*Lee v. Southern Insurance Co.*, L. R. 5 C. P. 397.

3. Insurance on a bottomry bond. The bond provided for its defeasance on payment of the amount, or "in case of the loss of said ship, such an average as by custom shall have become due on salvage," or if the ship should be utterly lost, cast away, or destroyed by perils of the sea. The ship became a constructive total loss, and the proceeds were paid to the bondholder. *Held*, that the policy of insurance on bottomry did not cover a constructive total loss.—*Broomfield v. Southern Insurance Co.*, L. R. 5 Ex. 192.

4. Insurance on "homeward chartered freight," by the ship *Sir William Eyre*, which had been chartered while on her outward voyage for a homeward voyage from Calcutta to England; the voyage insured was "from Clyde to Southland, while there, and thence to Otago, N. Z., and for thirty days in port there after arrival." The ship arrived at Southland, where she grounded during a gale and was damaged, but she was got off, and proceeded to Otago; there a survey was held upon her, and some repairs were recommended by the surveyors, but as there was no dry dock the extent of the damage could not be fully ascertained. The master had not sufficient funds to pay for repairs and other liabilities incurred, and for that reason remained at Otago seven months, until he received funds from the plain-

tiffs; he then made temporary repairs, and proceeded to Calcutta in ballast, where the ship was put into dry dock, and surveyed, and it was ascertained that the cost of repairs would exceed her value when repaired. The surveys and estimates were duly forwarded to the plaintiffs, who at once gave notice of abandonment to the defendants and to the underwriters on the ship; neither of these notices was accepted. *Held*, reversing judgment of C. P., that, as there was a total loss of the power to earn freight, there was an actual total loss of freight, and no abandonment was necessary; *held*, also, that if notice of abandonment was necessary, as it was given as soon as the plaintiff knew the extent of the damage, it was sufficient. (Cleasby, B., dissenting.) Exch. Ch.—*Potter v. Rankin*, L. R. 5 C. P. 341.

## INVESTMENT.

The trustees under a settlement were empowered to invest the trust fund in "the bonds, debentures, or other securities, or the stocks or funds of any colony or foreign country." The question arose, whether they could invest in the bonds of a French railway, guaranteed by the French government. *Held*, that these bonds were not securities of a foreign government, and therefore the investment could not be sanctioned by the court.—*In re Langdale's Settlement Trusts*, L. R. 10 Eq. 39.

See TRUST.

JOINT-TENANCY.—See SETTLEMENT, 2.

LANDLORD AND TENANT.

The plaintiff became weekly tenant to the defendant's father, on terms that the plaintiff should have plenty of time to remove his goods on the termination of the tenancy; and he also had a license from the father to stack timber upon an adjoining wharf, the rent being payable in respect of both. The defendant, after his father's death, received rent from the plaintiff. Subsequently he gave the plaintiff a week's notice to quit, and at the end of the week took possession of the whole premises, and refused to allow the plaintiff a reasonable time to remove his goods. *Held*, that there was no objection to a tenancy determinable by a week's notice to quit; also that there was evidence for the jury that the plaintiff held on the same terms as under the defendant's father, and that he was entitled to a reasonable time to remove his goods.—*Cornish v. Stubbs*, L. R. 5 C. P. 334.

See FIXTURES; NOTICE, 2.

LEASE.—See APPOINTMENT, 1.

LEASE.—See SPECIFIC PERFORMANCE, 2; WIFE'S SEPARATE ESTATE.