money in his hands for that purpose, and he ordered payment of the balance to the plaintiffs, without any provision for indemnity to the defendant against future liabilities. *Sed quære* ought not the plaintiffs to have been required to give the defendant a bond, on the principle that he who seeks equity must do equity?

LANDLORD AND TENANT—COVENANT TO INSURE AGAINST "LOSS AND DAMAGE BY FIRE"—INSURANCE AGAINST FIRE "EXCEPT WHEN CAUSED BY ENEMY."

Enlayde v. *Roberts* (1917) 1 Ch. 109. This was an action by a lessee against his lessor, for breach of a covenant to insure the demised premises against "loss or damage by fire," and to expend the money received from the insurance in the restoration of the premises. The defendant had insured the premises against fire, but the policy excepted fire occasioned by a foreign enemy—invasion by foreign enemy—and military or usurped power. The premises had been destroyed by fire occasioned by an enemy bomb. The insurance which had been effected against fire did not cover the loss by reason of the exception, and the defendant claimed that there was a custom that policies against fire should except losses occasioned by enemies. Sargant, J., who tried the action, held that the words "loss or damage by fire" in the lease must be construed in their strict and primary, and not in their secondary, sense, and that the lessor was liable on her covenant for the loss which had occurred. He also was of the opinion that the fact that the loss which took place had been occasioned by circumstances not in the contemplation of either party when the covenant was made, was immaterial.

Correspondence.

LORD'S JUSTICES.

The Editor, CANADA LAW JOURNAL:

SIR,—I notice in your issue for January a discussion of the propriety of the expression "Lords Justices."

There seems to me no doubt of its propriety, but none of the reasons given appear to me to be conclusive. It does not depend on legal authority, statutory or otherwise, nor yet on any technical