The lessor insisted that the money received from the lessee's policy should be applied in reinstating the premises, and that he was entitled to retain the money received from his own policy. *Held*, that the insurance money from both policies must be applied in part payment for the premises.—*Reynold* v. *Arnold*, L. R. 10 Ch. 386.

3. Verbal notice of assignment of a life policy by way of mortgage, *held*, sufficient.—See *Alletson* v. *Chichester*, L. R. 10 C. P. 319.

4. A policy was effected on wheat shipped to Marseilles, and warranted free from average unless general; general average as per foreign statement. The vessel containing the wheat was obliged to put in from stress of weather to Constantinople. It was found that one-fifth of the wheat was damaged, and the surveyors recommended that at the voyage end, the damaged wheat be sold, and the remainder forwarded to Marseilles. Repairs necessary for the ship would require two months. The surveyor's recommendation was adopted, and average in respect of ship and cargo adjusted at Constantinople. The damage to the wheat was treated as general; and a certain sum became payable by the insurers According to the law of Constantinople, the adjustment was made according to the law of France. The damage to the wheat was not, by the law of England, a general average loss. *Held*, that there was a loss within the policy; and that the adjustment was properly made at Constantinople.—*Mavro* v. *Ocean Marine Insurance Co.*, L. R. 10 C. P. Ex. Ch. 414; s. c. L. R. 9 C. P. 595.

5. The plaintiff insured "goods" from New Orleans to Revel, and effected reinsurance on the same terms, without stating that he was reinsuring. It was proved to be the invariable practice to disclose the fact that a policy was for reinsurance, but the jury found that there was no undue concealment. *Held*, that the plaintiff was entitled to recover on his policy of reinsurance.—*Mackenzie* v. *Whitworth*, L. R. 10 Ex. 142.

6. The defendants insured V. Brothers and their assigns against loss on a cargo of linseed, upon a certain voyage. V. Brothers sold the cargo to the plaintiffs to be paid for in fourteen days from being ready for delivery, or at seller's option, on handing shipping documents. The bill of lading was indorsed to the plaintiffs. In February, a loss occurred, while part of the cargo was in the plaintiffs' lighters, within the policy, before the plaintiffs had paid for the cargo. In June, the policy was handed to the plaintiffs by the V. Brothers, who in October indorsed on it an assignment to the plaintiffs. *Held*, that the plaintiffs were not entitled to recover, as the policy was not assigned to them by the contract of sale; and as V. Brothers' interest in the cargo ceased on its delivery into the plaintiffs' lighters, so that the subsequent assignment was of no avail.—*North of England Oil-cake Co.* v. *Archangel Insurance Co.*, L. R. 10 Q. B. 249.

See Ship.

Interest.—*See* Legacy, 1; Specific Performance.

Interrogatories.—*See* Libel.

Judgment.

An infant gave a bill of exchange, payable after his arriving at full age, in payment for jewellery. A judgment was obtained by default on the bill after its maturity. *Held* that the Court would look into the judgment, and that if the judgment operated as a ratification of the infant's contract, the ratification was void under the Infant's Relief Act.—*Ex parte Kibble*. *In re Onslow*, L. R. 10 Ch. 373.

Jurisdiction.—*See* Trust.

Landlord and Tenant.—*See* Fixtures; Insurance, 2; Lease 4; Notice to Quit.

Lease.

1. The plaintiff, who was in possession of an inn, under a verbal agreement for a lease, sublet the premises to L., who made repairs and additions thereto, with the knowledge and consent of the owner of the premises. *Held*, that the outlay by L. was equivalent to part performance by the plaintiff, and that the plaintiff was entitled to specific performance.—*Williams* v. *Evans*, L. R. 19 Eq. 547.

2. An agreement for a lease of coal-mines provided that the lease should contain all usual and customary mining clauses. *Held*, that the lease need not contain a clause of forfeiture in the event of the lessee becoming bankrupt, or compromising with his creditors for less than 20s. in the pound; nor a clause in restraint of assignment, without the license of the lessor.—*Hodgkinson* v. *Crowe*, L. R. 19 Eq. 591.

3. The defendant demised a mansion-house, with the grounds, and about seventeen acres of land, together with the exclusive right of shooting, coursing, and fishing over thirteen hundred acres of land adjoining. *Held*, that the defendant had a right to cut down the timber trees on the thirteen hundred acres.—*Gearns* v. *Baker*, L. R. 10 Ch. 355.

4. The defendant covenanted in a lease not to assign or demise to or permit any other person to occupy the demised premises, or any part thereof, without the consent in writing of the lessor. The defendant demised without consent; and the plaintiff afterward, with knowledge of the demise, distrained for and accepted rent becoming due after the demise. *Held*, that the plaintiff had waived the breach, and that every day's occupation by the sub-lessee was not a continuing breach.—*Walbond* v. *Hawkins*, L. R. 10 C. P. 342.

See Insurance, 2; Notice to Quit.

Legacy.

1. A testatrix made a will as follows: "I give to my sister A. the interest of £4500 in the funds for her absolute use and benefit; and I also give to A. all my furniture, books, &c., and at her decease to M.; and to H. the funded property." The testatrix at the date