

was of the opinion that the pretending to tell fortunes imported an intention to deceive, and that a belief in the possession of the powers claimed was irrelevant: a Divisional Court (Darling, Ivory and Sankey, JJ.), however, considered the evidence material and remitted the case to the magistrate to enable him to hear and consider the evidence offered.

INSURANCE—AGREEMENT BY WAREHOUSEMAN TO INSURE—VALUE OF GOODS—AMOUNT OF INSURANCE—INCREASE IN VALUE.

*Carreras v. Cunard S.S. Co.* (1918) 1 K.B. 118. The defendants were warehousemen and agreed with the plaintiffs to warehouse goods of the plaintiffs from time to time as they arrived by ship, at a weekly rental which was to cover fire insurance. The agreement did not specify any sum for which the goods were to be insured. As the goods arrived the plaintiffs delivered to the defendants the customs entries which shewed the cost price of the goods in London. While plaintiffs' goods were in the defendants' custody a fire occurred and they were destroyed. Between the date of the delivery of the goods to the defendants they had increased in value, of which fact the defendants had no knowledge. The plaintiffs claimed to recover the difference between the amount actually insured and what the goods should have been insured for having regard to the increase in their value; but Bailhache, J., who tried the action, held that it was the duty of the plaintiffs under the agreement to inform the defendants of the value of the goods for the purpose of insurance, and as the only information they had in fact given was that contained in the customs entries the defendants' liability was limited to that amount.

PAYMENT—REMITTANCE BY POST—IMPLIED REQUEST.

*Mitchell-Henry v. Norwich Union F. I. Co.* (1918) 1 K.B. 123. In this case the question at issue was whether the plaintiff or the defendants must bear the loss occasioned by the theft of a letter sent by post by the plaintiff enclosing a sum of money to the defendants. The defendants sent a written notice to the plaintiff stating that a sum of £48. 5s. 8d. which was shortly coming due to them from the plaintiff should be paid at their office, and asking the plaintiff when "remitting" the same to return the notice. The plaintiff sent to the defendant by registered post a packet containing £48 in treasury notes and a postal order and stamps for 5s. 8d. The packet was stolen. The plaintiff claimed a declaration that he had duly paid the £48. 5s. 8d. to the defendants.