oftener true to correct principles, but will convince readers of their propriety and soundness of doctrine."

VENDOR AND PURCHASER—INSURANCE.

Castellain v. *Preston*, 8 Q. B. D. 613, 46 L. T. 569, we see, has been reversed by the English Court of Appeal. The case arose out of *Rayner* v. *Preston*, 18 Ch. D. 1, 44 L. T. 787, where it was held that a vendee was not entitled to the benefit of an insurance effected by the vendor on the property sold, where the buildings thereon had been destroyed by fire between the making of the contract and the time fixed for completion—the insurance company having in that case paid the insurance money to the vendor in ignorance of the contract of sale. It was, however, suggested by the Court of Appeal in that case, that the insurance company might recover the money from the vendor; and in pursuance of that suggestion the action of *Castellain* v. *Preston* appears to have been brought. The action was dismissed by Chitty J., but his decision has now been reversed, on the ground that the contract of fire insurance is strictly one of indemnity. The result of the two decisions would appear to point to the conclusion that the contract of sale on payment of the consideration, puts an end to an insurance effected by a vendor—for *Rayner* v. *Preston* decides that the vendee is not entitled to the benefit of it, and *Castellain* v. *Preston* now establishes that the vendor is not entitled either. In order that a purchaser may get the benefit of insurance existing on the purchased property at the time of sale, he must obtain an actual transfer thereof. Failing that, the property is at his risk, and he must insure for himself.

In sales by the Court it has been held that the risk of loss by fire does not devolve on the purchaser until the report on sale is confirmed. In other words, losses by fire occurring before the confirmation of the report, must be borne by the vendor: (*Stephenson* v. *Bain*, 8 P. R. 258). In such cases, however, it would seem from the decision in *Castellain* v. *Preston* that the vendor's right under existing insurances would not be affected until after the confirmation of the report on sale, and possibly not until payment of the consideration.

In *Russell* v. *Robertson*, 1 Chy. Ch. R. 72, and *White* v. *Brown*, 2 Cush. 412, it was held that a mortgagee insuring the mortgaged property with his own funds and not charging the premiums to the mortgagor, and not so insuring in pursuance of any covenant in that behalf in the mortgage, in the event of loss is not bound as against the mortgagor to credit the insurance moneys received by him in reduction of the mortgage debt. *Castellain* v. *Preston*, however, would seem to indicate that if the mortgagee recover his mortgage debt from the mortgagor, the insurer would not be bound to pay the insurance, or would be entitled to reclaim it if it had been paid.

RECENT ENGLISH DECISIONS.

The March numbers of the *Law Reports* consist of 10 Q. B. D. 161-241, and 22 Ch. D. 283-483.

In the first of these, the first case, *Bolckow & Co.* v. *Fisher*, is one on the subject of discovery, and the principle illustrated by it may be pointed out by quoting the following passage from the judgment of Lindley, L. J.: "It seems to me that where a party is interrogated as to matters done, or omitted to be done, by his agents and servants in the course of their employment, he does not sufficiently answer, by saying that he does not know, and that he has no information on the subject. He is bound to go further, and obtain information from such agents or servants of his,