

11 of C. L. P. Act, 1851. to stay all proceedings in the action by the ship owner, the charterer being willing to refer.

To bring a case within that section it is enough if there be a matter in dispute between the parties which they have agreed to refer, and an action also in respect of a matter agreed to be referred, although the action may have been brought in respect of some claim arising out of the same contract, which, as a matter legal right, is not substantially disputed.

Q.B. GIBSON v. VORLEY. Nov. 18, 25.

Practice—Alteration of defendant's name in writ of summons—Rescating writ.

A writ issued by mistake against a defendant in a wrong name, may be altered by correcting the name and getting the writ rescated without altering the teste.

EX. STOKES v. COX AND OTHERS. Nov. 29.

Insurance, fire—Policy, effect of description in—Alteration of circumstances not increasing the risk—Express conditions—Construction.

In a policy effected by the plaintiff with the "Birmingham Fire Office," the subject matter of the insurance was described "On a range of buildings of three stories, all communicating, situate, &c., comprising offices, warehouses, carriers' shops, and dressing rooms, having a stock of oil (not exceeding four cwt.) deposited therein, part of lower story of said building being used as a stable, coach-house and boiler-house—no steam engine employed on the premises—the steam from said boiler being used for heating water and warming the shops: brick and tiled or slated.

N.B.—The process of melting tallow by steam in said boiler house, and also the use of two pipe stoves in said building are hereby allowed; but it is warranted that no oil be boiled, nor any process of japanning leather be carried on therein, nor any building adjoining thereto." The policy described with particularity four species of insurance, "common," "hazardous," "doubly hazardous," and "special risks"; and in describing the last, stated, "when insurances deemed special risks are proposed, the most particular specification of the property and all circumstances attending the same, with a ground plan of the premises, will be required: but all which special risks must be particularized on the policy to render the same valid or in force." The seventh condition indorsed on the policy, after providing that persons in cases of removal to other premises, or death, &c., might preserve their policies, "if the nature and risk insured be not altered," but in every case the policy would not be held in force until notice of the removal, &c., and indorsement on the policy, stated: "If after the assurance shall have been effected, the risk shall be increased by any alteration of the material composing the buildings, or by the erection of any stone coal-kiln furnace, or the like, the introduction of any hazardous process, the deposit of any hazardous goods, the making of any hazardous communication, or by any other alteration of circumstances, and the particulars of the same shall not be endorsed on the policy by the secretary, or some other agent of the company, and a proportionate premium paid (if required), such insurance shall be of no force." The subject matter of the insurance in question was correctly described at the time of effecting the policy, the plaintiff, without notice to the office, erected in the stable the machinery of a steam engine, which was supplied by steam from the boiler mentioned in the policy, but the actual risk was not increased by it. The premises were afterwards destroyed by accidental fire.

Held, (reversing the decision of the Exchequer) that the assured was only required by the seventh condition to give notice to the office of an alteration by which the risk would be increased; and that as the risk was not increased by the intro-

duction of the steam engine, the policy was not avoided, and the plaintiff was entitled to recover against the office.

Quære, as to the effect of a statement in the description of a policy requiring no express conditions.

EX. LORD LUCAN v. SMITH ET AL.

Libel—Pleading several matters.

To an action for libel the Court will permit a defendant to plead with the general issue, a plea stating that the alleged libel complained of is a fair comment in a public journal on the public acts of a public man.

CHANCERY.

V.C.K. BANNERMAN v. CLARK. Nov. 19.

Specific performance—Interest and costs.

A contract to sell an estate to B., the terms being that the contract shall be completed on a day named; and if from any cause whatsoever the purchase shall not be completed, the purchaser shall pay interest at £5 per cent from that time until the completion of the purchase. The title is accepted, the conveyance engrossed, and two days before the day named A. dies, having devised her real estate to an infant. A bill for specific performance is filed by B., who pays the purchase money into Court generally, and his right to specific performance being admitted, and no question raised as to title, the questions were whether B. was liable to pay interest; and if so, whether after payment into Court, *held*, that he was. No costs given to either party.

NOTICES OF NEW LAW BOOKS.

THE UPPER CANADA LAW DIRECTORY FOR 1857—By J. RORDANS—Henry Rowsell, Toronto.

Though many of our professional readers would require to be enlightened as to the nature and scope of a "Law Stationer's" business, we cannot just now spare time to do it: they must be content to know that we actually have a genuine Law Stationer in Upper Canada, and that that functionary is ambitious to serve the profession and himself by the same act. Mr. J. Rordans has compiled and published a Law Directory for Upper Canada. It embraces all the information usually found in such publications. For example the following:

Upper Canada Judiciary, &c.—Crown Law Department—Deputy Clerks of the Crown—Sheriff's Office—Surrogate Courts—County Courts—Recorders' Courts—Division Courts—Alphabetical List of practising Barristers and Attorneys throughout Upper Canada, with their places of residence—List of Toronto Barristers and Attorneys, with their places of business and residence—List of Barristers and Attorneys throughout Upper Canada, arranged under different different Cities, Towns, &c., with their Agents in Toronto—List of Commissioners for taking Affidavits in Upper Canada—List of Commissioners for taking Affidavits in Upper Canada to be acted upon in Lower Canada—Do. do. in Lower Canada to be acted upon in Upper Canada—List of Notaries in Upper Canada—Lower Canada Judiciary, &c.—English Judiciary—Irish Judiciary.

From the brief glance we have been able to give over the Directory, we have no hesitation in saying that it is a very laborious and creditable production, and commend it to the profession. Mr. Rordans really deserves to be encouraged to make the work an annual publication.