

The works were not completed until twenty-seven weeks after June 1, 1892.

The defendant claimed damages for the delay at the rate of 2*l.* per week for twenty-five weeks, making no claim for two weeks within which time it was alleged the extra works might have been executed.

The County Court judge held that by the ordering of the extras the defendant waived the provision as to the payment of liquidated damages for delay, and gave judgment against the defendant upon the counterclaim.

Upon appeal to the Divisional Court Wills, J., was of opinion that the judgment should be affirmed, while Wright, J., was of opinion that the judgment should be reversed. The judgment accordingly stood.

The defendant appealed.

Their Lordships (Lord Esher, M.R., Lopes, L.J., and Chitty, L.J.) held that, upon the true construction of the contract, the builder had not agreed that the specified works as well as any extra work should be completed by June 1, 1892, and therefore that the case fell within the general rule that where the building owner has himself prevented the completion of the work at the agreed time by ordering additional work, he cannot recover damages for the delay. They therefore affirmed the judgment against the defendant on the counterclaim.

Appeal dismissed.

#### QUEEN'S BENCH DIVISION.

LONDON, 15 December, 1896.

GENERAL INSURANCE CO. OF TRIESTE V. CORY (32 L.J.)

*Insurance, Marine—Ship's value declared in policy—Warranted by owner that portion of value should remain uninsured—Breach.*

Action on policy of marine insurance, tried before MATHEW, J.

In 1895 the owner insured the ss. *Saltburn* with underwriters for 9,600*l.* The ship was valued at 12,000*l.*, and the policies contained a warranty that 2,400*l.* should remain uninsured. The plaintiffs underwrote 500*l.*, and reinsured with the defendants in a policy containing the same terms as the original policies. One of the original policies for 5,000*l.* was effected by the owner with the Shipowners' Syndicate. In December, 1895, the syndicate