

certain circumstances, be liable under a contract though not under seal. In this case the purposes for which the defendant corporation existed were such that it was necessary that work should be done and goods supplied to carry those purposes into effect, and work was done and goods supplied pursuant to the order of the corporation through its officers, and the work and goods were accepted by the corporation, and it was held by Darling, J., that the consideration was executed, and there was an implied contract on the part of the corporation to pay therefor, and the absence of a contract under seal was no answer to an action brought for the price of the work done and goods supplied.

BICYCLE—TOLL—“SLEDGE OR DRAG, OR SUCH LIKE CARRIAGE.”

In *Smith v. Kynnersley* (1903), 1 K.B. 788, the Court of Appeal (Williams and Mathew, L.JJ.) were asked to say that a bicycle came within the category of “a sledge or drag, or such like carriage,” in respect of which the defendants were entitled to charge a toll of six pence for passing over a bridge. The Court of Appeal, however, were unable to do so, and held that Wright, J., was right in saying that a bicycle was not ejusdem generis as the vehicles specified.

**MARINE INSURANCE — CONSTRUCTIVE TOTAL LOSS—VALUE OF WRECK
WHETHER TO BE ADDED TO COST OF REPAIR IN ESTIMATING LOSS.**

Angel v. Merchants' Marine Insurance Co. (1903), 1 K.B. 811, was an action on a policy of marine insurance. The ship was valued at £23,000, and that sum in case of loss was to be taken to be its repaired value. The vessel was wrecked. The value of the wreck was £7,000. It was saved and repaired and the cost of the repairs amounted to £22,559. The plaintiff contended that as the difference between this sum and the £23,000 was less than £7,000, the value of the wreck, he was entitled to recover for a constructive total loss. Bingham, J., decided against this construction, and the Court of Appeal (Williams, Stirling, and Mathew, L.JJ.) dismissed an appeal from his decision. Williams, L.J., however, comes to that conclusion principally on the ground that the contention of the plaintiff was not properly taken, or supported by evidence as to the value of the wreck. Stirling, L.J., while not denying that in some cases the value of the wreck might properly be taken into account, concluded at all events