insurance, and the subject matter of the contract of insurance, and shows that, whereas there did exist a relation between the plaintiff and the defendant with regard to the first, viz., the premises insured, there never was any relation of any kind between them so far as regards the second, which is in all cases money, and money only. "Any valuation of the policy, any consideration of increase of the price of the premises in consequence of there being a policy, was wholly omitted. There was nothing given by the plaintiffs to the defendants for the contract. The contract, therefore, neither expressly nor impliedly, was assigned to the plaintiffs; and, so far as regards the contract of insurance, there never was any relation of any kind between the plaintiffs and the defendants." On the other hand it is wrong to describe the relation which existed as to the *subject matter* of the insurance, as being one of trustee and cestui que trust. It is not a true description between the parties to say "that from the time of the making of the contract, or at any time, one is ever trustee for the other. They are only parties to a contract of sale and purchase, of which a Court of Equity will, under certain circumstances, decree a specific performance." But he adds, p. 11, "even if the vendor was a trustee, the contract of insurance does not run with the land, but as a mere personal contract; and unless it is assigned no suit or action can be maintained upon it except between the original parties to it," and he compares the settled law as to marine policies, namely, that no interest under the policy passes unless it is made part of the contract purchase and sale of the subject matter of insurance, so that it would be considered in a Court of Equity as assigned. The dissenting opinion of James, L. J., seems to have arisen from his divergence from his colleagues on two points, viz., in holding (1) that the relation between the parties was truly and strictly that of trustee and *cestui que trust*, for "when the contract is performed by actual conveyance, or performed in everything but the mere formal act of sealing the engrossed deed, then that completion relates back to the contract, and it is thereby ascertained that the relation was throughout that of trustee and *cestui que trust*," though, while the contract is *in fieri*, "it is uncertain whether the contract will or will not be performed, and the character in which the parties stand to one another remains in suspense as long as the contract is *in fieri*;" (2) a policy of *fire* insurance is not a mere collateral contract, but the trustee (the vendor) received the insurance money by reason of and as the actual amount of the damage done to the trust property. It may be observed that he does not cite authority as to his rendering of the law on the first point.

WILLS—INCONSISTENCY—EVIDENCE.

Of the next case, *in re Bywater*, it seems merely necessary to observe (1) that it was held, on appeal from the M. R., that the part of the will, construction of which was desired, was not a case of two inconsistent gifts, in which case the latter clause would prevail, if the Judge could find nothing else to assist him in determining the question, but of a gift of something to arrive at a future time with a subsequent direction as to the time of payment which was inconsistent with the terms of the original gift, and that such subsequent direction could not enlarge the gift, but must be rejected as inconsistent with it; (2) that it was held impossible to allow evidence to be adduced that the latter of the two clauses was inserted by a mistake in copying the altered draft of the will, and in opposition to the testator's direction (cf. Williams on Ex., Ed. 7, Vol. 1, p. 357; *re Duane*, 31 L. J. (P. & M.) 173).

BILLS OF SALE—USAGE—DISCOVERY.

We need not dwell on the next case, *Crawcour* v. *Salter*, so far as it is concerned with the bankruptcy law, but there are three points which came up in it, which it seems well to notice here, viz., (1) the plaintiff hav-