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ABUTTING OWNERS—See Mun. Corp. 3.

ACCEPTANCE—See Sale 4.

ACCOUNTING—See Partnership 2.

ACCOUNT STATED—COMPOUND INTEREST—AGREEMENT.

Judgment was given in favour of the plaintiffs in an action on an account stated. On appeal it was shown that one of the items making up the account stated was for compound interest, and that, deducting this item, the amount due the plaintiffs was below the jurisdiction of the Court. No agreement to pay compound interest was proved, nor could such an agreement be inferred from the previous course of dealings. The appeal was allowed with costs. *Hart* v. *Condon*, Supreme Court Nova Scotia.

ACTION, FORM OF—See Carriers 4.

ACTION ON PROMISSORY NOTES—DEFENCE OF AGREEMENT TO INSURE AND LOSS OPERATING AS DISCHARGE OF MAKERS—COUNTER-CLAIM NOT NECESSARY—VERBAL AGREEMENT TO INSURE VALID, IN ABSENCE OF STATUTE — PLEADING—EVIDENCE — COSTS—R. S. c. 104, ss. 2, 4, 5, 7, 12.

The plaintiff agreed to advance the defendants a sum of money to pay for fitting out their vessel, the "May Bent," on the defendants giving four promissory notes for the amount with interest at seven per cent., payable in three, six, nine and twelve months, notes to be secured by a mortgage of the interest of one of the defendants in the vessel, and an insurance policy on the vessel for the amount advanced. At or about the time the mortgage was given, the plaintiff made a verbal proposal to become his own insurer on being paid the same premium as would be paid an insurance company. This was assented to and the plaintiff was paid the premium he required. The vessel was lost at sea shortly after the first note was paid, and the plaintiff having sued on the remaining notes:

Held, reversing the decision of the trial Judge with costs, that the defendants were not liable, the agreement to insure having operated as payment. That, in the absence of statutory enactment, neither a contract of insurance nor a contract for insurance need be in writing. That the subject matter of insurance being defined, the amount of indemnity and duration of the risk definitely fixed, and the premium or consideration determined, the terms of the agreement were sufficiently explicit. That it was not necessary for the defendants to counter-claim to avail themselves of the agreement to insure as a defence to the action, the matters alleged constituting an equitable right which a court of equity would have the right to enforce, and to which the Court must give effect under the provisions of the Judicature Act, R. S. c. 104, ss. 2, 4, 5, 7 and 12. That parol evidence was admissible notwithstanding part of the contract was in writing. *McKay* v. *O'Neil*, Supreme Court, Nova Scotia.

ADMIRALTY—COLLISION—VESSEL AT ANCHOR—INEVITABLE ACCIDENT — STEAM STEERING GEAR —