

DIGEST OF THE ENGLISH LAW REPORTS.

INSPECTION OF DOCUMENTS.—See DOCUMENTS,
INSPECTION OF.

INSURANCE.

1. A vessel was insured from "P. to N., and for fifteen days whilst there after arrival." The vessel arrived at N., discharged her cargo, and then moved to a different part of the harbor to complete her loading, and while there was damaged by a storm. The stamp on the policy was sufficient to cover both a voyage and a time policy. *Held*, that the policy was a voyage policy, with a time policy of fifteen days ingrafted upon it; and that the insurers were liable.—*Gambles v. Ocean Marine Insurance Co.*, 1 Ex. D. 141; s. c. 1 Ex. D. 8; 10 Am. Law Rev. 408.

2. A vessel was chartered to D. by a charterparty providing that freight should be paid on unloading and right delivery of cargo at the rate of 42s. per ton on the quantity delivered, and providing further that said freight was to be paid one-half cash on signing bills of lading, less four months' interest at bank rate, remainder on right delivery of the cargo. The owner insured his freight, and D. insured the cargo at its value increased by prepayment of freight. The vessel was wrecked, and half the cargo delivered. The owner claimed from his insurers the unpaid half of his freight. The insurers contended that D. was only bound to pay one-half the freight remaining unpaid, and that they therefore were only liable to that amount, being one-quarter of the whole freight. *Held*, that the insurers were liable for the whole unpaid freight.—*Alison v. Bristol Marine Insurance Co.*, 1 App. Cas. 209; s. c. L. R. 9 C. P. (Ex. Ch.) 559; 9 Am. Law Rev. 291.

See DETINUE.

INTEREST.—See TENANT FOR LIFE.

JURISDICTION.

A man and woman were married in the Island of Jersey; and nine years afterwards the husband deserted his wife and went to the United States, where he committed adultery. After the desertion the wife resided in England. *Held*, that the courts in England had no jurisdiction over the husband in a suit for dissolution of marriage brought by the wife.—*Le Sueur v. Le Sueur*, 1 P. D. 139.

See BILL IN EQUITY.

LEASE.

1. The defendant leased certain premises to A. and B., subject to a proviso that (*inter alia*) if the tenants or either of them should become bankrupt or assign over the demised premises, or should not fulfil their covenants, the defendant might re-enter. A. and B. covenanted to keep the premises in repair. The defendant also covenanted that he would, at the expiration of said lease, in case said covenants on the tenants' part should have been duly performed, grant to said tenants, their executors and administrators, a fresh lease of the premises, provided said tenants or either of them gave him notice of the desire to take such fresh lease. A assigned his interest

in said lease, and became bankrupt. At the termination of said lease, B. notified the defendant of his desire for a fresh lease. The premises then required repairs to the extent of £13 10s. The defendant refused to grant a fresh lease. *Held*, that B. was not entitled to a fresh lease, because the defendant's covenant was to grant a lease to both A. and B., and not to B. only, and because, by failure to repair, a condition precedent had been broken.—*Finch v. Underwood*, 2 Ch. D. 310.

2. The owner of mineral under land upon which ran a railway leased the minerals to H. The company paid H. a certain sum in consideration of his not working the minerals. H. failed to pay rent, and surrendered his lease to said owner, who then sold the minerals to the defendant. The railway company filed a bill to restrain the defendant from working the minerals to their injury, and offered to pay the defendant the value of the minerals less the amount paid to H. The company had a statute right to take land, &c., on making compensation. *It seems* that the company had a right to have the minerals unworked for fifteen years without making further compensation, as said lease was terminated by surrender and not by entry for breach of condition. Otherwise if there had been a forfeiture by entry.—*Great Western Railway Co. v. Smith*, 2 Ch. D. 235.

See COVENANT.

LEGACY.

1. A testatrix, after devising certain property, bequeathed to the plaintiffs "all my furniture, plate, linen, and other effects that may be in my possession at the time of my death." At the time of her death the testatrix was entitled, in addition to her freehold property, to furniture, plate, linen, wearing apparel, jewellery, sums in cash, and £130 in the savings bank. *Held*, that all said personal property passed by the bequest.—*Hodgson v. Jex*, 2 Ch. D. 122.

2. A testator gave each of his younger sons £1,000 each, "which I charge on my estate at A. hereinafter devised [to his eldest son]; but I direct that the same shall not be raiseable or paid to them respectively until my eldest son shall come into actual possession of the M. estate." The M. estate was settled upon F. for life, remainder to said eldest son for life, remainder to his issue in tail male. The eldest son died before F., and never came into actual possession of the M. estate. *Held*, that the legacies failed, and fell into the residuary estate.—*Taylor v. Lambert*, 2 Ch. D. 177.

3. A testator gave his sons H. and J. £16,000 upon trust to pay the interest of £8,000, part thereof, to his daughter Ann for life, remainder to her children; and to pay the interest of the remaining £8,000 to his daughter Sarah for life, "in the same manner in every respect, and subject to the same control," as he had before directed as to his daughter Ann. He then gave £8,000 in trust for his son Samuel for life, remainder to his children, and empowered his trustees to