

The damage in question having been done quietly and deliberately as appeared by the evidence and without any commotion, the loss was not within the peril insured against.

PARISH COUNCIL—CHAIRMAN—DURATION OF OFFICE—NEW COUNCIL—ANNUAL MEETING—RIGHT OF CHAIRMAN TO VOTE AT ELECTION OF HIS SUCCESSOR.

*The King v. Jackson* (1913) 3 K.B. 436 involves a simple question. By statute it was provided that a parish council was to consist of chairman and councillors and that at the annual meeting the parish council shall elect from councillors or persons qualified to be councillors, a chairman "who shall . . . continue in office until his successor is appointed." A parish council elected a chairman who at the next election of parish councillors was not re-elected. At the annual meeting of the new council, however, he presided as chairman. A qualified person was proposed for chairman of the new council. The chairman voted for him and on there being a tie he was elected on the chairman's casting vote. On an application to set aside the election the Divisional Court (Ridley, Pickford and Atkin, JJ.) held that the chairman of the old council continued in office under the statute until his successor was appointed and he was entitled to vote as he had done. The election was therefore upheld.

NUISANCE—VARIOUS COMPANIES HAVING MAINS UNDER STREETS—DAMAGE TO ELECTRIC CABLES BY BURSTING OF HYDRAULIC MAINS—STATUTE—CONSTRUCTION—TWO ACTS TO BE CONSTRUED AS ONE ACT.

*Charing Cross W.E. & C. Electricity Supply Co. v. London Hydraulic Power Co.* (1913) 3 K.B. 442. In this case the plaintiffs by virtue of statutory powers had laid electric cables under certain public streets and the defendants, also by virtue of statutory powers, had laid hydraulic mains under the same streets. The defendants' mains burst and damaged the plaintiffs' cables and this action was brought to recover for the damage so occasioned. Some of the defendants' mains had been laid under an Act which did not contain the usual clause that nothing in the Act should exempt the defendants from liability for nuisance, the other mains had been laid down under the authority of a later Act which did contain that clause and which provided that the two Acts should be read and construed together as one Act. The bursting of the