a part of an estate which the defendants had agreed to purchase as a speculation, and which they re-sold in lots to twenty-three purchasers. The defendants delayed completion of the plaintiff's contract in order to complete their title, and to procure the simultaneous execution of the conveyances to the sub-purchasers. On January 12 the plaintiff, who had repeatedly pressed for completion, gave notice to the defendants to complete in a fortnight or return the deposit. At the date of the notice the conveyance to the plaintiff awaited approval by certain mortgagees, and execution by eight parties residing in various parts of England. The Court of Appeal held that the plaintiffs had acquiesced in the delay; but the House of Lords (Lords Loreburn, Atkinson, Mersey, Parker, and Parmoor) came to a different conclusion on the facts, and held that the reasonableness of the notice must be determined by what had previously taken place between the parties, and in the circumstances of this case the notice was sufficient, and the plaintiff was therefore entitled to succeed.

FIRE INSURANCE POLICY—ARBITRATION CLAUSE—CONDITION PRECEDENT TO ACTION—REPUDIATION OF CLAIM—WAIVER.

Jureidini v. *National British & I. M. Insce. Co.* (1915) A.C. 499. This was an action to recover the amount of a fire insurance policy. The policy contained the usual arbitration clause. The defendants before action repudiated the plaintiff's claim *in toto* on the ground of fraud and arson. They now set up the arbitration clause, and the Court of Appeal gave effect to the contention and held that the action was not maintainable. The House of Lords (Lords Dunedin, Atkinson, Parker, and Parmoor), however, held that as the defendants had repudiated the claim on a ground going to the root of the contract, it precluded the defendants from setting up the arbitration clause as a bar to the action.