est allowed on the judgment debt from its date, until the entry of judgment in the Jersey Court —from 5 per cent. to 4 per cent.—the rate recoverable thereon according to the law of England.

INSURANCE OF CARGO—"AT AND FROM PORT"—COMMENCEMENT OF RISK—INSURABLE INTEREST.

In *Colonial Insurance Co.* v. *Adelaide Marine Insurance Co.*, 12 App. Cas. 128, the judicial committee determined some questions of insurance law. The plaintiffs proposed to the defendant to insure a wheat cargo "at and from" port, and the defendants "in accordance with your written request" granted an insurance "from port." It was contended that the parties were not *ad idem*, and consequently there was no contract of insurance. The judicial committee, however, held that the defendants intended by their acceptance to insure "at and from" port. The insurance related to wheat then on board or to be shipped on board the vessel named, and it was held that the risk commenced as soon as any portion of the cargo was on board. The plaintiffs were both the charterers of the vessels and the purchasers of the cargo insured, and the master from time to time received delivery from the vendors; and it was held that this was a delivery from time to time to the purchasers, so as to vest in them a right of possession and property, and that consequently they had an insurable interest in such part of the wheat as had been so delivered. Their lordships took occasion to remark, that it was most desirable that colonial judges should comply with the Rule of the Privy Council of 10th Feb., 1845, requiring them to state their reasons for their judgments.

PUBLIC SQUARE—BREACH OF CONDITION—RIGHT OF ENTRY.

The case of *Chevrotiere* v. *Montreal*, 12 App. Cas. 149, was an appeal from the Superior Court of Quebec. Certain land had been granted in 1803 to the magistrates of Montreal, subject to a condition that the grantors, their heirs and assigns, should have a right to reenter if it should be turned to other uses than that of a public market place. The rights of the magistrates subsequently became vested in the municipal corporation, and in 1847 the market which had theretofore existed was abolished, and the land was thenceforward used as an open public place. The plaintiff, who claimed to be the owner of about seven-eighths interest as assignor of the original grantors, sought to recover the land under the condition, or a money compensation in lieu thereof, of $180,866. The council, however, affirmed the decision of the Superior Court and dismissed the action.

PARTNERSHIP—WINDING UP—PROFITS ACCRUED TURNED INTO CAPITAL—DISTRIBUTION OF ASSETS.

Certain questions relating to the law of partnership were considered by the Privy Council in *Binney* v. *Mutrie*, 12 App. Cas. 160. In keeping their accounts partners had treated their shares of accrued profits each year as accretions to their capital. It was held by their lordships that the profits of the year ending with the dissolution of the firm could not be so treated; and further, that the surplus assets should be distributed by paying to each partner his claims in respect of capital standing to his credit at the dissolution, and that the residue or deficiency would be profits or losses divisible in either case in the agreed proportions, and that the rateable application of the surplus assets in payment of capital claims must be subject to the liability to contribution to make up the deficiency, if any, and to the claim of any of the partners against the entire assets to answer such deficiency.

EXECUTOR—SALE BY EXECUTOR TO HIMSELF—SUIT BY LEGATEE TO SET ASIDE PURCHASE BY EXECUTOR.

The only remaining case to be noted is *Beningfield* v. *Baxter*, 12 App. Cas. 167. B. was a member of a firm of three partners, and also the surviving member of another firm of two partners, which was the sole or chief creditor of the first firm. B.'s executor joined in the sale, and also became the purchaser of the estate of the first firm for his own benefit, with the result that nothing was left for B.'s widow and universal legatee. This suit was brought by the widow to set aside the sale, and it was held that the sale was voidable, and that the plaintiff was not barred by delay or acceptance of money on the ground of either ratification, acquiescence or laches; but it was held that the decree for administration of B.'s estate, though declaring the sale should be set aside, should be without prejudice to its being shown, on taking the accounts, that any creditor was disentitled to the benefit thereof by estoppel or otherwise.