loss of freight not exceeding, in any case, £1000.—*Denoon* v. *Home and Colonial Assurance Co.*, L. R. 7 C. P. 341.

3. In a policy of insurance upon a cargo from Taganrog to Bremen, the insurers agreed "to pay general average as per foreign statement if so made up." The master of the vessel was obliged before arrival at Bremen to give a bottomry bond for repayment of damages from perils insured against, upon ship, freight, and cargo, and on arrival an average stater made up a statement of average, in which the loss was apportioned. The owner of the cargo paid his proportion; and to pay the proportion falling upon the ship, she was sold, but the proceeds were insufficient. A supplemental average statement was made up by said average stater, in which said deficit was stated as the amount which the cargo had to pay as an additional bottomry debt. By the law of Bremen said deficit would be general average loss. *Held*, that the insurers were under the policy bound by said average statements at Bremen, whether in fact said deficit was a general average loss according to the law of England or Bremen, or not, and that they must pay the amount of said deficit.—*Harris* v. *Scaramanga*, L. R. 7 C. B. 580.

5. The plaintiff reinsured, subject to all clauses and conditions of the original policy, cargo in the D. at and from any port or ports, place or places, in any order on the west coast of Africa to the port of discharge in the United Kingdom, insurance to begin from the loading of said goods on board said ship at as above. Under the original policy, outward cargo was to be considered homeward interest twenty-four hours after the vessel's arrival at her first port of discharge. The vessel was lost more than twenty-four hours after arrival at her first port of discharge, having on board part of said outward cargo. *Held*, that the second policy attached.—*Joyce*, v. *Realm Insurance Company*, L. R. 7 Q. B. 580.

5. The defendant insurance company had a list of vessels in which were the *Socrates*, a Norwegian vessel, and the *Socrate*, a French vessel. The plaintiff and defendant entered into a contract for insurance, which the jury found was meant to be upon goods in the vessel in which they were shipped, whatever her name might be. The *Socrates* was named in the policy, but the hides were in fact shipped in the *Socrate*. *Held*, that considering the finding of the jury, the misnomer was of no consequence.—*Ionides* v. *Pacific Insurance Co.*, L. R. 7 B. B. (Ex. Ch.) 517; s. c. L. R. 6 Q. B. 674; 6 Am. Law Rev. 297.

Interest.—*See* Limitations, Statute of.

Landlord and Tenant—*See* Distress; Ejectment.

Law, Mistake of.

In an agreement for a lease the term was expressed to be for seven or fourteen years, and under the agreement the lessee entered into possession. The lessor refused to execute a lease without inserting a power for the lessor to determine the lease at the end of seven years, alleging that all his other leases had such a power, and if such power was not in said agreement, the latter was made under a mistake. *Held*, that the mistake was one of fact and not of law, and that the agreement must be specifically enforced.—*Powell* v. *Smith*, L. R. 14 Eq. 85.

Lease.—*See* Easement; Law, Mistake of.

Legacy.

1. A testator directed that all the rest, residue, and remainder of his personal estate, which might be legally applied for such purposes, should be applied equaliy between six hospitals; and he further directed that his estate should be so marshalled as to give the fullest effect to said bequest. Two only of the hospitals had power to hold real estate. The testator left pure and impure personalty. *Held*, that the impure personalty was included in the bequest to the hospitals, and should be applied to the payment of the two hospitals which could hold real estate.—*Wigg* v. *Nicholl*, L. R. 14 Eq. 92.

2. A testator bequeathed personal estate to trustees of a town, in trust, to apply such estate to the same charitable purposes as those to which certain town funds were applicable. Said town funds were applicable, among other things, to the purpose of land. *Held*, that the bequest was good.—*Wilkinson* v. *Barber*, L. R. 14 Eq. 96.

3. A testator bequeathed his residuary estate, upon trust, to pay the income equally between his three daughters, and if all or either of them should die leaving issue, then to pay one-third of the principal among the issue of each of said daughters who should die leaving issue, in equal shares; and if only one of said daughters should die leaving issue, to pay the whole residue among such issue; but if all said daughters should die without leaving issue, then over. One daughter died leaving children, and a second childless. *Held*, that cross-remainders were to be implied between said daughters and their families; and that the class of issue to take under said bequest must be ascertained at the death of the daughter leaving such issue; therefore, one moiety of the share of said daughter dying childless must go to the children of the second daughter, and the other moiety by way of accretion to the share of the third daughter.—*In re Ridge's Trusts*, L. R. 7 Ch. 665.

See Ademption; Annuity; Appointment; Executors and Administrators.

Letter.—*See* Contract, 1; Evidence; Frauds, Statute of.

Lien.—*See* Set-off; Vendor and Purchaser, 1.

Life-Estate.—*See* Annuity.

Limitations, Statute of.

The maker of a note, made six years before this action brought, had been sued within six years for interest on the note, and judgment being given against him, had paid the same. *Held*, that the note was not taken out of the Statute of Limitations, as no new promise to pay could be inferred from said compulsory payment of interest.—*Morgan* v. *Rowlands*, L. R. 7 Q. B. 493.

See Injunction.

Marshalling Assets.—*See* Legacy, 1.

Master and Servant.