

not been done, and, even if the trustee were entitled to the money, he would be bound by the agreement that security was to be given therefor, and (3) that there was no preference because the debtor repaid the money, not with the intention of giving a preference, but because he bona fide believed he was bound by contract so to do.

INSURANCE (MARINE)—SEAWORTHINESS, IMPLIED WARRANTY OF.

Sleigh v. Tyser (1900) 2 Q.B. 333, was an action brought on a policy of marine insurance, in which the defence was that there was a breach of an implied warranty that the ship was seaworthy. The policy was on cattle and provided that the fittings of the ship were to be approved by Lloyd's surveyor. They were so approved. During the voyage, however, a large number of the cattle died, owing partly to the insufficiency of the appliances for ventilation, and partly to the insufficient number of cattlemen appointed to attend them. Bigham, J., held that in both these respects the ship was unseaworthy, and that the implied warranty of seaworthiness was not excluded by the express provision as to the fittings. With regard to the ventilation appliances he agreed that they might come within the term "fittings," but he was of opinion that the stipulation that the fittings should be approved by Lloyd's agent did not supersede the implied warranty of seaworthiness in respect of ventilation, and that that warranty extended to all matters necessary for the safe carriage of the cargo in question.

INSURANCE (MARINE)—CAPTURE—PROPERTY OF ALIEN ENEMY—INTENTION TO WAGE WAR—SEIZURE BY BELLIGERENT STATE OF PROPERTY OF ITS OWN SUBJECTS.

Driefontein Gold Mines v. Janson (1900) 2 Q.B. 339, was an action on a marine policy of insurance effected by the plaintiffs, a corporation doing business in the Transvaal, insuring a consignment of gold, inter alia, from capture while in transit from mines in the Transvaal to the United Kingdom. Shortly before hostilities broke out between the Transvaal and Great Britain the gold was seized by the Transvaal Government. The defendants contended they were not liable because the plaintiffs were alien enemies, and the loss was sustained by seizure by the Transvaal Government for the purpose of supplying it with funds to levy war against Her Majesty. The defendants waived all objections