in the defendants' company in $2,000, and in other companies with defendants' consent in $3,000, making in all $10,000. In July he wrote defendants, notifying them of certain changes he had made in his policies, giving the amounts and companies, the total not exceeding $10,000. The defendants replied that notice of such changes was not necessary when the total amount was not increased. After plaintiff's letter of July, defendants reduced the plaintiff's policies to $1,000, and returned him the unearned premium on the other $1,000 The plaintiff, without notifying defendants, procured an insurance for a $1,000 in the Quebec Insurance Company, and there were changes in some of his other policies, but at no time, and up to the fire, did the total amount exceed $10,000.

Held, that the defendants could not set up that there was a further insurance without the consent of the defendants in writing as required by one of the conditions of the policy.

Osler and *M. McCarthy*, for the plaintiff.

M. C. Cameron, Q.C., for the defendants.

THISTLE v. UNION FORWARDING COMPANY.

Lease—Covenants to repair—Continuing breach—Tempest.

A lease, dated 7th May, 1874, for eight years, was made by the Pembroke Pier and Dock Company of their wharf or pier, to the defendants, containing a general covenant to repair, reasonable wear and tear, and accidents by fire and tempest excepted, and also a covenant to repair after a month's notice in writing, but without the above exceptions. In May, 1876, the pier was damaged by the action of the ice forced against it by reason of a high wind. On 11th February the lease was sold to the plaintiff under an execution against the lessors, and on the 10th July a deed thereof was executed by the sheriff. On 24th November 1876, a written notice to repair was given by the plaintiffs to the defendants. In an action against defendants for the breach of the covenants to repair generally, and after notice, the damage caused by the ice as aforesaid,

Held, that such non-repair was a continuing breach of the covenants to repair of which the plaintiff might avail himself.

Held, also that the covenant to repair after notice was subject to the same exceptions as contained in the general covenant.

Held, also that the damage here sustained, could not be said to be caused by tempest, so as to bring it within the exception.

Robinson, Q.C., for the plaintiff.

J. K. Kerr, Q.C., for the defendants.

FITZGERALD v. GRAND TRUNK RY. CO.

Conditions—Additional parol term—Carriage of oil in covered cars—Station Freight Agent.

On the new trial in this case, (see 27 C. P. 528,) the Court was of opinion that a parol contract to carry in covered cars was clearly proved, and that it qualified the written contract to that extent; and that there was no such person as defendants' "station freight agent," at Halifax, to whom plaintiff could give notice as required by the condition in that behalf.

Glass, Q.C., and *Fitzgerald* (London), for the plaintiff.

M. C. Cameron, Q.C. for the defendants.

YOUNG v SMITH.

Landlord and tenant—Proviso for rent becoming in arrear on commencing to remove goods—Distress—Legality.

By the terms of a lease it was provided that in the event of the tenant commencing to remove the goods from the demised premises, the then current year's rent should immediately become due and in arrear. The tenant commenced removing the goods with a view of quitting the premises, when the landlord entered and distrained.

Held, That the distress was legal.

Griffith v. *Brown*, 21 C.P. 12, and *Re Hoskins*, 1 App. 379, distinguished, as being between the landlord and persons claiming under the insolvency, whereas in this case, it was a matter directly between the landlord and tenant, the parties to the contract.

Duff for the plaintiff.

Osler, Q.C., for the defendant.

NEWMAN v. GINTY.

DENISON v. GINTY.

Ry. Co.—Action by creditor against shareholders—Proof of defendant being a shareholder.

In an action against defendant as a shareholder of forty shares for unpaid stock, it appeared that the defendant signed the stock-book, which was headed with an agreement by the subscribers to become shareholders of the stock for the amount set opposite their respective names, and upon allotment by the company "of any or our said respective shares,"