

TRESSPASS—OCCUPIERS OF ADJOINING FARMS, HELD UNDER SAME LANDLORD—AGREEMENT WITH LANDLORD TO KEEP FENCES IN REPAIR—ANIMAL STRAYING FROM ADJOINING FARM ON TO LAND OF TENANT LIABLE TO LANDLORD TO KEEP UP FENCE—OWNER OF STRAYING ANIMAL—LIABILITY.

*Holgate v. Bleazard* (1917) 1 K.B. 443, was an action of trespass for injury to plaintiff's colt by an animal straying from the defendant's farm on to the plaintiff's land. The plaintiff and defendant were tenants of adjoining farms under the same landlord, and each had covenanted with the landlord to keep the fences on his farm in good repair. The plaintiff had neglected to keep his fence in repair, and an animal from the defendant's farm had strayed through the defective fence on to the plaintiff's land and injured his colt, and the question was whether, notwithstanding his neglect to keep his fence in repair, he was entitled to recover damages against the defendant. The Judge of the County Court who tried the action dismissed it, but a Divisional Court (Ridley, and Ivory, JJ.), held that on the principle laid down in *Fletcher v. Rylands* (1866), L.R. 1 Ex. 265; L.R. 3 H.L. 330, the defendant was liable, and that the plaintiff's neglect to keep his fence in repair was no defence. Their lordships held that there was a clear distinction between the case of a person bound by statute to keep a fence in repair, and that of a person whose obligation so to do rests on a covenant or agreement with some third party.

POLICY OF INSURANCE—GOODS CONSIGNED ABROAD ON TERMS "SALE OR RETURN"—OUTBREAK OF WAR WITH COUNTRY OF CONSIGNEE—INABILITY OF CONSIGNEE TO DEAL WITH GOODS—LOSS UNDER POLICY.

*Moore v. Evans* (1917) 1 K.B. 458. This was an appeal from the judgment of Rowlatt, J. (1916) 1 K.B. 479 (noted ante vol. 52, p. 217). The action was brought on an insurance policy on goods as for a total loss. The goods in question had, before the war, been consigned to a person in Germany on terms of sale or return. The goods were insured against any loss whatever. In the ordinary course of business, goods consigned on the above terms remain with the consignee for a limited period to give him an opportunity of selling them. By reason of the outbreak of the war it became impossible for the plaintiff to recover possession of the goods. There was no evidence that