

in the County Court for an account he must accept the bills of costs rendered by the defendant relating to matters not in the County Court as correct, for they cannot be taxed in that Court, and it may be that they are not taxable anywhere, . . . if he (plaintiff) chooses to incur this risk he may do so, and he is not limited to the procedure under the Solicitors Act."

INSURANCE — THEFT — HOUSEBREAKING — WARRANTY —
PREMISES TO BE "ALWAYS OCCUPIED"—TEMPORARY ABSENCE
—PREMISES LEFT UNATTENDED.

Simmonds v. Cockell (1920) 1 K.B. 843. This was an action on a policy of insurance against loss by burglary, housebreaking or theft. The policy contained the clause "warranted that the premises are always occupied." The plaintiff and his wife and no other person resided on the premises. On a day during the currency of the policy, the plaintiff and his wife were attending a social function and the premises were left unattended between 2.30 p.m. and 11.30 p.m. except for a short interval between 6 p.m. and 7 p.m. when the plaintiff was on the premises. On the return of the plaintiff and his wife at 11.30 p.m. it was found that the premises had been broken into and some of the contents to the value of £400 had been stolen. The defendant relied on the warranty as a defence, but Roche, J., who tried the action, held that there had been no breach, and that it was merely meant that the premises would be occupied as a residence and not as a lock-up shop, and that if this were not the true construction it was ambiguous in its terms and according to the well recognised rule must be construed against the insurer who has drawn the policy and inserted the clause for his own protection.

SHIPPING—CHARTERPARTY—ERROR OF JUDGMENT IN MANAGEMENT OR NAVIGATION OF VESSEL—ERROR IN CHOICE OF ROUTE.

S.S. Lord v. Newsum (1920) 1 K.B. 846. This was an appeal from the award of an arbitrator. The question being whether in the construction of a charterparty which exempted the charterers from loss or damage arising from an error in judgment of the pilot, master or crew "in the management or navigation of the steamer," an error of the master as to the route he should take was within the exemption. The arbitrator held that it was not and Bailhache, J., upheld the award.