

him from erecting a shop. The defendant, by his defence, set up that there had been such a change in the character of the neighbourhood that the object for which the covenant had been entered into had completely disappeared and that such change had been to a great extent brought about by the acts and omissions of the plaintiff and his predecessors in title. Sargant, J., who tried the action, was of the opinion that the plaintiff's own breaches of the agreement as to building were sufficient to disentitle him to an injunction against the defendant, and, moreover, that the changed condition of the neighbourhood was also a sufficient ground for denying him the equitable relief he claimed and he dismissed the action with costs.

INSURANCE (MARINE)—CONSTRUCTION — COLLISION CLAUSE IN POLICY—"COLLISION . . . WITH SHIP OR VESSEL"—COLLISION WITH NETS OF FISHING VESSEL.

*Bennett SS. Co. v. Hull Mutual SS. Protecting Co.* (1913) 3 K.B. 372. In this case the construction of a clause in a Lloyds' policy, issued by the defendants, was in question. The clause in question covered "collision with any other ship or vessel." The anchor of the plaintiff's ship, which was the subject of the policy, and its propeller became entangled in the nets of a fishing vessel, which was a mile away, but the plaintiffs' vessel did not at any time come into contact with the fishing vessel. The plaintiffs, with the consent of the defendants, paid the owners of the nets for the damage caused by the plaintiffs' vessel thereto, without prejudice to the question whether the defendants were liable to indemnify the plaintiffs therefor under the policy. Pickford, J., who tried the action, held that there had been no collision with a ship or vessel within the meaning of the policy, and, therefore, that the defendants were not liable to indemnify the plaintiffs for the moneys paid by them to the owners of the nets.

MARINE INSURANCE—INSURANCE OF CARGO AGAINST CAPTURE—ANTICIPATED CAPTURE—NOTICE OF ABANDONMENT—SALE OF CARGO BY ASSURED—LOSS ARISING ON SALE.

*Kacianoff v. China Traders Insurance Co.* (1913) 3 K.B. 407. This was an action on a policy of marine insurance to recover as for a constructive total loss. The plaintiffs were Russian subjects and they insured with the defendants a cargo of salt meat