

## DIGEST OF ENGLISH LAW REPORTS—REVIEWS.

(Ex. Ch.) 157 ; s. c. L. R. 7 C. P. 555 ; 7 Am. Law Rev. 485.

TRADE.—See COVENANT ; DISTRESS.

TRESPASS.

Defendant drove his cab on to a railway company's land having the appearance of a public street, and refused to leave when requested to do so on behalf of the company. *Held*, that the defendant was a wilful trespasser.—*Foulger v. Steadman*, L. R. 8 Q. B. 65.

See DAMAGES, 1 ; NEGLIGENCE, 3.

TROVER.

The plaintiff who was in possession of certain goods in a house was told by the defendant that he meant to distrain for rent on the day following, and he would not allow the plaintiff to remove the goods as the latter desired. In an action of trover, *held* (by KELLY, C. B., BRAMWELL and POLLOCK, B. B., MARTIN, B., dissenting), that there was no evidence of a conversion.—*England v. Cowley*, L. R. 8 Ex. 126.

TRUST.

The trustees under a will built a villa upon part of the testator's land for the purpose of developing the remainder of the land. He had given the trustees no such authority. *Held*, that, as the trustees had *bona fide* laid out a sum to increase the value of the estate, they could only be charged with the loss (if any) caused by such expenditure.—*Vyse v. Foster*, L. R. 8 Ch. 309.

2. The defendants received certain proceeds of real estate from two trustees, and subsequently paid the same over to one trustee without the assent or sanction of the co-trustee, and it was in consequence lost to the estate. *Held*, that the defendants must make such loss good to the estate.—*Lee v. Sankey*, L. R. 15 Eq. 204.

VERDICT.—See INDICTMENT.

WARD.—See GUARDIAN.

WATER.—See RIPARIAN RIGHTS.

WAY.

A path was dedicated across a field, with a reservation to the owners of the field of the right to plough up the path. The owners ploughed up the path, which in consequence became muddy, and placed hurdles at the sides of the path, which the defendant overthrew in order not to walk in the mud. *Held*, that the defendant had no right to deviate from the path, and was liable in trespass.—*Arnold v. Holbrook*, L. R. 8 Q. B. 96.

WILL.—See DEVISE ; EXECUTORS AND ADMINISTRATORS, 2 ; LEGACY ; PAYMENT.

WINDING UP.—See COMPANY.

WRIT.—See GUARDIAN ; NE EXEAT.

WORDS.

"Other."—See LEGACY, 1.

"Relatives."—See LEGACY, 2.

"Surviving."—See LEGACY, 1.

## REVIEWS.

A TREATISE ON THE LAW OF INSURANCE, by S. R. Clarke, of Osgoode Hall, Barrister-at-law. — Monetary Times Office, Toronto, 1873.

This will be found a useful collection of cases on the law of insurance. All the Canadian decisions seem to be referred to on the several branches of fire, marine and life insurance, whilst there is a very full collection of English and United States authorities on fire insurance.

The author does not so much attempt to put forward views of his own, as to give a careful arrangement of the points decided under the several chapters into which the work is divided. This is a very safe plan to pursue, and one which gives a certain value to a book on this subject, though we would gladly welcome a fuller discussion on the various points of doubt and difficulty which arise in insurance cases. Insurance law is known to few, and of these few, fewer still are lawyers. We believe that there are many "insurance men" who are, fortunately for the companies they represent, more familiar with the law on any given insurance case than the professional adviser of the company.

The author puts prominently forward a suggestion which we have heard made before, that it would be advisable for Parliament to establish a standard policy for use by all companies doing business in Canada. Such a provision would be a great advantage in this, that people would by degrees know something of their position in case of a loss. It is inconceivable that at this period of time there should be such general ignorance on the subject of insurance. Insurance companies are not free from blame in this matter ; nor is it to be wondered at that there is a general want of sympathy for them when they feel called upon to resist claims on technical grounds, when the insuring public see on every side the efforts that are made by agents to obtain risks without the slightest effort to ascertain the correctness of the statements made to them. The usual course is to require insurers to fill up and sign a partly printed form of application. It would be well for the public to decline this part of the programme in all cases