of the fire and had been so for a much longer time than fifteen days without notice.

The action was brought to recover the sum of $500, on a policy of fire insurance.

The defendants, besides other pleas, pleaded breach of the following condition of the policy: "Or if the premises hereby insured shall become vacant or unoccupied, ... and so remain for a period of more than 15 days without notice to the Company and consent endorsed hereon .....then and in every such case this policy shall be void."

CHAGNON, J., maintained the plea: "Considérant que la preuve constate que la dite maison a cessé d'être occupée un mois et demi ou deux mois, avant l'incendie, et spécialement qu'elle était inoccupée lors de l'incendie en question." The Court also found evidence that the risk had been increased by the premises being unoccupied. Action dismissed.

R. & L. Laflamme for plaintiff.

Davidson, Monk & Cross, for defendants.

RECENT ENGLISH DECISIONS.

Contract—Impossibility of performance.—By an ante-nuptial settlement, dated August, 1873, and made in the Scotch form, A bound himself on or before the 2nd July, 1875, to take out and effect upon his life for the full term thereof, in the name of the trustees therein mentioned, a policy or policies for the total amount of £10,000. On the 1st July, 1875, A was so ill as to be unable to insure, and continued in a similar state of ill-health until his death in Sept., 1878. *Held*, that there was no implied condition in the covenant that A's life should be insurable, and that damages for non-performance of the covenant were payable out of his estate. In *Bailey* v. *De Crespigny*, L. R., 4 Q. B. 185, it is said "where the event is of such a character that it cannot be supposed to have been in the contemplation of the contracting parties when the contract was made, they will not be held bourd by general words which, though large enough to include, were not used with reference to the possibility of the particular contingency which afterward happens." It is put in a very similar way in *Taylor* v. *Caldwell*, 8 L. T. (N.S.) 357.—*Re Arthur's Estate*, 43 L.T. Rep. (N.S.) 47.

Fire Insurance—Ownership of money for insurance as between Vendor and Purchaser.—After the date of a contract for the sale of a house, and before completion of the purchase, the house was damaged by fire, and the vendors received the insurance money from the insurance company under a policy existing at the date of the contract. The contract contained no reference to the insurance. In an action by the purchasers against the vendors, *held*, that the purchasers were not entitled to recover the moneys from the vendors, or to be allowed to have the amount deducted from their purchase money, or to have the moneys applied in reinstatement of the premises. (English High Court of Justice, Ch. Div., April 19, 1880.)—*Raymond* v. *Preston*.

RECENT UNITED STATES DECISIONS.

Homicide.—P. having horse-whipped C. between 9 and 10 o'clock in the morning, for an alleged insult to a lady to whom P. was engaged to be married, between 11 and 12 o'clock of the same day, C. sought P., with a friend and a good-sized hickory cane, found him at his place of business, demanded an apology, which being refused, he attacked P. with the cane. P. had retreated to the wall; and told C. if he hit him with the cane he would shoot him. C. said he was unarmed, but being told by his friend, who was standing by, to "hit him, knock him in the head," struck P. several blows with the cane. P. fired, and the blows and shots continued until C. fell mortally wounded by the last shot fired by P., and died the same evening. P. put in the plea of self-defence, but was convicted of voluntary manslaughter, and sentenced to the penitentiary for two years. *Held*, he was properly convicted.—*Poindexter* v. *Commonwealth*, Supreme Court, Virginia.

Marine Insurance—Unseaworthy Ship.—To render a ship "seaworthy" within the meaning of a contract of insurance, she must be sufficiently furnished with proper cables and anchors. 1 Kay's Shipmasters, 90. In *Wilkie* v. *Geddes*, 3 Daw. 57, a ship was held to be unseaworthy where it appeared that the best bower anchor and the cable of the small bower anchor were defective. Lord Eldon, in his opinion in the House of Lords, says nothing is more clear than that there is an implied warranty, in every contract of marine insurance, that the ship is seaworthy at the commencement of the risk, or at the time of her sailing on the voyage insured, and is provided with sufficient ground tackle to encounter the ordinary perils of the sea. The law seems to be perfectly well settled on this point.—*Lawton* v. *Royal Canadian Insurance Company*, Wisconsin Supreme Court, Sept. 21, 1880.