livery. B. told the innkeeper he had bought them of the plaintiff. B. left in January, 1877, owing £109 for his own board and £22 10s. for the horses'. It turned out that B. had bought the property from the plaintiff upon the terms that, if it was not paid for, it should be returned free of cost. B. never paid for it; and he was afterwards convicted of fraud in obtaining it. The innkeeper refused to surrender the property to the plaintiff on an offer of £20 for the board of the horses; but he sold the horses by auction for £73, and kept the harness and waggon, and claimed to apply the whole under his lien towards paying the whole claim held by him against B. *Held*, that his lien on the whole property was a general one for the whole debt of B., and not merely for the board of the horses; but that the lien on the horse was lost by the sale, and the innkeeper was guilty of a tortious conversion thereby, and the plaintiff could recover the price received —*Mulliner* v. *Florence*, 3 Q. B. D. 484.

INSURANCE.

1. A policy on steam-pumps sent out from A. in the wrecking steamer S., to raise the foundered steamer X., at D., ran thus: "At and from A. to the X. steamer, ashore in the neighbourhood of D., and whilst there engaged at the wreck, and until again returned to A., . . . the risk beginning from the loading on board the S. upon the said ship and or wreck, including all risk of craft, and for boats to and from the vessel and whilst at the wreck, each being treated as separately insured." The wreck was raised; but on the way to B., whither by reason of bad weather it was found necessary to steer, it foundered with the pumps on board. *Held*, that the policy did not cover the loss.—*Wingate* v. *Foster*, 3 Q. B. D. 582.

2. The defendant was underwriter for £1,200 on plaintiff's ship, valued in the policy at £2,600. The cost of repairing certain damages by sea was, after deducting one-third new for old and some particular average charges, £3,178 11s. 7d., and the salvage and general average charges paid by the plaintiff were £515. The value of the ship when damaged was £998; after repairs, £7,000; which last sum was, even after deducting the cost of certain new work not charged against the underwriters, much more than the original value of the ship. The policy contained a suing and labouring clause. *Held*, that the defendant must pay the whole £1,200 on account of loss, and the expense of repairs, and also a proportion of the £515 under the suing and labouring clause.—*Lohre* v. *Aitchison*, 3 Q. B. D. 558; s. c. 2 Q. B. D. 501; 12 Am. Law Rev. 309.

3. A ship arrived at R., April 25, in a sea worthy condition. She left there June 4, with a cargo, encountered heavy gales between the 9th and the 15th, and made so much water that it was thought best to put back to R. On the way she got aground, but was gotten off, and arrived at R. June 20. She was found very much strained and worm-eaten, and with her copper off badly; and July 15, she was pronounced unseaworthy. In an action on a policy of insurance, the question was whether she became unseaworthy after she left R., or became so while lying at R., between April 25 and June 4. The judge charged the jury that, though the *onus* of proving unseaworthiness at the commencement of the voyage is generally on those asserting it; yet, when a ship becomes unseaworthy shortly after leaving port, the burden is changed, and the presumption is that she was unseaworthy at the start, and that the present was such a case. *Held*, a misdirection. *Watson* v. *Clark* (1 Dow., 336, 344), construed.—*Pickup* v. *The Thames & Mersey Insurance Co.*, 3 Q. B. D. 594.

INVESTMENT.—See TRUST, 1.

JURY.—See LIBEL, 2.

LANDLORD AND TENANT.

In a lease for twenty-one years, the defendant, the lessee, covenanted to pay the rent without any deduction, except land tax and landlord's tax; also to pay and discharge all manner of "taxes, rates, charges, assessments, and impositions whatever (except as aforesaid), then, or at any time or times during the term to be charged, assessed, or imposed in the premises thereby demised, or in respect thereof, or of the said rent as aforesaid, by authority of Parliament, or otherwise howsoever." The officers under the Public Health Act, 1875, notified the lessor to abate a nuisance on the leased premises by building a drain and deodorizing a cesspool. The lessor called upon the lessee to do it, and he refused. Thereupon, in order to avoid summary proceedings, the lessor did the work, paying therefor £25. *Held*, that the lessee was not called upon, under his covenant, to pay the amount.—*Tidswell* v. *Whitworth* (L. R. 2 C. P. 326) and *Thompson* v. *Lapworth* (L. R. 3 C. P. 149) referred to.—*Rawlins* v. *Briggs*, 3 C. P. 368.