Digest of English Law Reports.

Injunction.—*See* Covenant.

Inspection of Documents.—*See* Documents, Inspection of.

Insurance.

1. The plaintiff insured "goods" for a voyage, and effected reinsurance on the same terms without stating that he was reinsuring. It was proved to be the invariable practice to disclose the fact that a policy was for reinsurance; but the jury found that there was no concealment of any fact material to the risk. *Held*, that the plaintiff was entitled to recover upon his policy of reinsurance.—*Mackenzie* v. *Whitworth*, 1 Ex. D. 36; s. c. L. R. 10 Ex. 142; 10 Am. Law Rev. 116.

2. A vessel was insured on a voyage from Liverpool to Baltimore and United Kingdom. The insurers reinsured on the same terms; but, subsequently hearing that the vessel had sailed from Baltimore for Antwerp, they obtained from the reinsurers, on Jan. 2, 1873, for an additional premium, an indorsement on the policy of reinsurance, "It is hereby agreed to allow the vessel to go to Antwerp." Both insurers and reinsurers believed the vessel to be then at sea; but she had, in fact, arrived at Antwerp on Jan. 1, 1873. On Jan. 3, while the vessel was in the outer dock, and before her arrival at the inner dock, the usual place of discharge at Antwerp, she was ordered to and sailed for Leith, and, on the voyage thither, was lost. *Held*, that, under the policy and memorandum, the vessel had no right to go first to Antwerp, and thence to the United Kingdom; and that the insurers were not entitled to recover the additional premium, as, when the memorandum was made, the voyage was not at an end.—*Stone* v. *Marine Insurance Company, Ocean Limited, of Gothenburg*, 1 Ex. D. 81.

3. C. effected insurance on the life of his son, in which he had no insurable interest. The son died, and C. was appointed administrator, and the insurance-money was paid to him. *Held*, that, although the insurance company was not obliged to pay the money, C. was entitled to retain it as against his son's estate.—*Worthington* v. *Curtis*, 1 Ch. D. 419.

4. The plaintiffs insured against perils of the sea a vessel then in London, upon a time policy, and she was lost at sea before the expiration of the policy. The jury could not agree whether the ship was unseaworthy when she left London, or whether unseaworthiness was the cause of her loss; but they found, that, if unseaworthy when she started from London, the plaintiffs did not know of it. A verdict was directed for plaintiffs, and a rule for a new trial discharged by the Queen's Bench. *Held* (by Cleasby and Pollock, BB., Coleridge, C. J., and Grove, J.,—Brett, J., and Amphlett, B., dissenting), that there must be a new trial.—*Dudgeon* v. *Pembroke*, 1 Q. B. D. 96; s. c. L. R. 9 Q. B. 581; 9 Am. Law Rev. 479.

Interest.

By statute, the owners of a ship are not to be liable in respect of loss of merchandise to an aggregate amount exceeding £8 for each ton of the ship's tonnage. A vessel lost a cargo of maize owing to a collision, and damages were found to the extent of £8 per ton. Interest was allowed on this amount from the date of the collision.—*Smith* v. *Kirby*, 1 Q. B. D. 131.

Joint-Tenancy.—*See* Devise, 8.

Judge, Disqualification of.

A local board of health entered into an agreement with H. for his receiving sewage on to his farm, and subsequently instituted proceedings against him for breach of agreement. A summons was taken out against H. for diverting the sewage from his farm into a watercourse. At the hearing of this case one M., a member of said local board, sat as one of four justices, and H. was convicted and fined. M. filed an affidavit that he exercised no influence on the proceedings at the hearing, except to recommend a mitigation of fine after the other three justices had resolved to convict. *Held*, that M. was subject to a bias, and ought not to have sat in the case. Conviction quashed on *certiorari*.—*Queen* v. *Meyer*, 1. Q. B. D. 173.

Jurisdiction.—*See* Contract, 2.

Landlord and Tenant.—*See* Ejectment.

Lapse.—*See* Appointment.

Lease.

1. A lessee covenanted to make certain repairs upon six months' notice. Notice was duly given Oct. 22, 1874; and the lessee's sub-lessees replied, asking if the lessor would purchase the short leasehold interest remaining. The lessor replied, asking the price; and the sub-lessees answered, stating their price. On Dec. 31, 1874, the lessor replied, that, having regard to the condition of the leased premises, the price was too high; and he asked a reconsideration of the question of price, and stated that he should be glad to receive a modified proposal. In January, 1875, the lessor wrote to the sub-lessees, asking for the ground-rent, and requesting the address of the lessee. On Jan. 7 the sub-lessees replied, sending the lessor's address. On April 13, 1875, the lessor wrote to the lessee, informing him that the time for completion of said repairs would expire April 21, 1875. The repairs were completed about the middle of June, 1875. The lessor began an action of ejectment against the sub-lessees on April 28, 1875. *Held* (reversing the decision of the Common Pleas Division,) that the negotiations were not ended by the letter of Dec. 31, 1874, and that the lessor had justified the sub-lessees' belief that the notice would not be insisted upon, and that the lessor would be restrained from enforcing a forfeiture.—*Hughes* v. *Metropolitan Railway Co.*, 1 C. P. D. 120.

2. Declaration that by lease M. "let" to