

enforcing it, and for the delivery up of the agreement to be cancelled. The facts relied on by the plaintiff were that the defendant by his conduct had manifested an intention to abandon any claim to the indemnity. But beyond the fact that the defendant had forgotten the existence of the agreement to indemnify, and had apparently acted in some respects as though it did not exist, there was no evidence of any intention to abandon. This the Judicial Committee held was not enough to estop the defendant. The law as laid down in the head note to *Jordan v. Money* is, that "where a person possesses a legal right, a Court of Equity will not interfere to restrain him from enforcing it, though between the time of its creation and that of his attempt to enforce it he has made representations of his intention to abandon it. Nor will equity interfere, even though the parties to whom the representations were made have acted on them, and have, in full belief in them, entered into irrevocable engagements. To raise an equity in such a case there must be a misrepresentation of existing facts, and not of mere intention."

COMPANY—WINDING UP—LESSORS, CLAIM BY—CREDITOR—PROOF OF CLAIM BY LESSOR.

In *Re Panther Lead Co.*, (1896) 1 Ch. 978, Romer, J., was of opinion that where a company is being wound up, a lessor of the company who is willing to terminate his lease on being compensated for the loss, should be assisted by the Court in proving his claim. Since the decision in *Hardy v. Fothergill*, 13 App. Cas. 351, he intimates that the old cases as to proof of loss by a lessor, need reconsideration.

INSURERS, REMEDIES OF—POLICY—PAYMENT OF LOSS UNDER—SUBROGATION—CHOSE IN ACTION—ASSIGNEES OF CHOSE IN ACTION.

*King v. Victoria Insurance Co.*, (1896) A. C. 250, was an appeal from the Supreme Court of Victoria. The action was brought by the insurance company as assignees under deed of all causes and right of action of the Bank of Australasia in respect of loss or damage caused to certain wool, the property of the bank, by a collision between certain punts of the defendant and the lighter on which the wool was stowed. The