

would infer. Now Lord Justice Baggallay goes on to examine other parts of the will, and shows that both these conditions are satisfied, but I find nothing in the present case which enables me to say that either is satisfied, and therefore it appears to me that the decision, which is much more directly in point than either of the two English cases to which I have referred, is that of *Forrest's Trustees v. Rae*, 12 R. 389. I think we ought

to follow that decision, from which I am really unable to distinguish the present case, and I am therefore of opinion that the Lord Ordinary's judgment is right.

The Lord President and Lord Adams concurred.

WINDING-UP—See Companies 4.

FRENCH INSURANCE CASES.

INSURANCE — FIRE — REPRESENTATIONS OF INSURED — FALSITY — FORFEITURE.

Where the insured failed to disclose his real position in an application for insurance, but it was proved that he had no interest, as regards the risk, in dissimulating it, and the company's agent who took the risk knew of his real position.

Held, not to void the policy. *Viry v. Cie. d'Assur. l'Urbaine*, Ct. of Appeal, Paris, 1889. Dalloz, 1890. — 2. — 55.

INSURANCE—FIRE — CONDITIONS OF POLICY — FORFEITURE — NEW INSURANCE.

Where a policy contains a clause of forfeiture on condition that the insured

fails to disclose any new insurance he may contract.

Held, not to apply where the object and the risk covered by the new insurance are different from the former. *Cie d'assur. La Mutuelle de Valence v. Thébaud*. Ct. of Cassation, France, 1890. Dalloz, 1890. — 1. — 356.

INSURANCE — POLICY — PRINTED CLAUSES — MANUSCRIPT CLAUSES — DIVERGENCY BETWEEN.

Where there is a divergency between a general printed clause in a policy and a particular manuscript clause, the intention of the parties must be sought in the latter. *Cie. l'Industrie National v. Barbero*. Ct. of Appeal, Paris. Dalloz, 1890. — 2. — 192.

THE WRONG TRAIN.

A curious action was heard by Sir Horatio Lloyd, at Chester. Mr. John Edward Fox, registrar of the Croydon County Court, sought to receive damages from the London and North Western Railway Company for misdirecting. Plaintiff was travelling from London to Penmarpool, in Wales, but at Crewe he was put by a railway official in the wrong train, and found himself at Warrington. To obviate a

delay of eight or ten hours he took a special train to Chester, where he caught a connection, which landed him at his destination just two and a-half hours late. He paid £4 8s. for the special. His Honor held that the company had been guilty of negligence but that the circumstances did not justify the employment of a special train, and he gave Mr. Fox judgment for two guineas and costs.—*Law Times*.