

DIGEST OF THE ENGLISH LAW REPORTS.

B., dissenting), that the insurance was for a specific voyage which ended when the cargo was discharged, and that the insurers were not liable.—*Gambles v. Ocean Insurance Co.*, 1 Ex. D. 8.

2. Declaration to the effect that the defendant was member of a mutual insurance association, and caused himself to be insured upon a certain vessel, and that the plaintiff subscribed a policy on behalf of the members of the association in consideration of the defendant's agreeing to comply with certain rules which were to form part of the policy. By said rules, the manager was authorized to assess certain contributions upon the members of the association, and, in case of neglect to pay, to sue the delinquent member. The plaintiff was manager, and assessed a contribution on the defendant, which the latter refused to pay. Demurrer. *Held*, that the plaintiff by the terms of the policy was not personally liable; and that therefore there was no consideration between the plaintiff and defendant for the defendant's promise to pay said contributions. Demurrer sustained.—*Evans v. Hooper*, 1 Q. B. D. 45.

3. The plaintiff's effected insurance with the defendant on wool "in all or any shed or store or station, or in transit to S. by land only, or in any shed or store or any wharf in S., until placed on ship." No claim was to be recoverable if the property insured was previously or subsequently insured elsewhere, unless the particulars of such insurance should be notified to the defendant in writing, and allowed by endorsement on the policy. Subsequently the plaintiff's effected insurance on wool "at and from the River H. to S. per ships and steamers, and thence per ships to London, including the risk of craft from the time that the wools are first water-borne, and of transshipment or landing and reshipment at S." Of this insurance the defendant was not notified. It is the practice at S. not to deliver wool which has arrived for shipment direct to the ship for which it is intended, but to convey it to stores belonging to the stevedores of the ship. Receipts are then given by the stevedores, which are regarded as between ship and shipper as equivalent to the mate's receipts; and, in exchange for them, bills of lading are given on demand, whether the wool is in store or on board ship. The plaintiffs forwarded wool from said river to S., and there made a contract of affreightment for its conveyance to London in a certain vessel, and then caused it to be carried to the stores belonging to the stevedores of said vessel, who gave receipts according to the above-mentioned practice. While in the stevedore's store, the wool was burned. *Held*, that the plaintiffs could not have recovered for said loss from the underwriters of the second policy; and that, as subsequent insurance to be within the clause in the first policy requiring notification thereof must be insurance as to a portion of the risks covered by the policy sued on, the plaintiffs were entitled to recover on the first policy.—*Australian Agricultural Co. v. Saunders*, L. R. 10 C. P. (Ex. Ch.) 668.

See CARRIER, 1; SET-OFF, 3.

JUDGMENT.—See MORTGAGE.

JURISDICTION.

The claim of a right which is not within the jurisdiction of a court to try cannot oust the jurisdiction of such court, if such right cannot exist in law.—*Hargreaves v. Diddams*, L. R. 10 Q. B. 582. See *Watkins v. Mayor*, L. R. 10 C. P. 662.

See ACTION; BILLS AND NOTES, 1.

LANDLORD AND TENANT.

The plaintiff, who was standing in a street upon an iron grating serving the double purpose of a coal-shoot and access of light to a kitchen, was injured by the grating giving way. A tenant was in possession of the premises under an agreement by which he covenanted to repair and keep the premises in tenantable repair and condition. The jury found that the grating was in an unsafe condition when the premises were let. There was no evidence that the lessor had any knowledge of the unsafe condition of the grating when the house was let; and the jury found that the lessor was not to blame for not knowing it. *Held*, that the lessor was not liable for the plaintiff's injury.—*Gwinnett v. Eamer*, L. R. 10 C. P. 658.

See LEASE, 2; SPECIFIC PERFORMANCE, 3; WASTE.

LEASE.

1. H. agreed to lease to the plaintiff certain premises, the lease to be in the form annexed to the agreement; and it was provided in the agreement that nothing therein should be construed as giving to the plaintiff a right of any easement which did not belong to the premises to be demised as they then existed, nor to any right of light and air derived from over the houses opposite. Subsequently H. granted to the plaintiff a lease of said premises, together with the house erected thereon, "and all cellars, lights, easements, ways, watercourses, privileges, advantages, and appurtenances to the said premises belonging," being in the form annexed to the agreement. H. subsequently leased to the defendants said houses opposite the premises leased the plaintiff; and the defendants pulled the houses down, and began the erection of a new building which was intended to be of a much greater height than the houses. *Held*, that the lease was controlled by the above provisions in said agreement, and that the plaintiff was not entitled to restrain the erection of said building by the defendants.—*Salaman v. Glover*, L. R. 20 Eq. 444.

2. The lessee of a building agreed to underlet a portion of the building to the plaintiff at a much less rent than the lessee was obliged to pay under his lease. The provisions in the agreement were substantially different from those in the lease. The lessee went into bankruptcy; and the trustee, in pursuance of the Bankruptcy Act, disclaimed all interest in the lease. By the act, if a lease was disclaimed, it was to be deemed to have been surrendered. The original lessor brought ejectment against the plaintiff, who then filed