

tended to mean that the underwriters only insured against marine risks of stranding, sinking, burning or collision; and he held that, notwithstanding the provision as to the risk continuing after the termination of the voyage, the clause had that meaning in the policy in question and therefore that the defendants were not liable.

LANDLORD AND TENANT—RENT—ASSIGNMENT BY LESSEE OF PART OF DEMISED PREMISES—APPORTIONMENT OF RENT—VALUE OF SEVERED PARTS—DATE AT WHICH VALUE TO BE ASCERTAINED FOR FIXING APPORTIONMENT.

In *Salts v. Battersby* (1910) 2 K.B. 155, the question to be determined was the date at which the value of two severed portions of certain demised premises should be ascertained for the purpose of fixing the apportionment of the rent. The action was brought in the County Court to recover rent, and it appearing that the defendant was only assignee of part of the demised premises, the judge held that he was only liable for part of the rent, and in making the apportionment he held that the proper way was to ascertain the proportion the area of the land assigned to him bore to the area of the whole plot under the original lease. On appeal, however, a Divisional Court (Darling and Bucknill, JJ.) held that this was not the proper method of making the apportionment, and that on the contrary the present relative value of the parcels must be ascertained, and the rent apportioned on that basis.

SHERIFF—EXECUTION CREDITOR—LIABILITY OF EXECUTION CREDITOR FOR ISSUING EXECUTION ON SATISFIED JUDGMENT—WRONGFUL SEIZURE—FI. FA.—DEBT PAID BEFORE ISSUE OF EXECUTION—ABSENCE OF MALICE—TRESPASS.

*Clissold v. Cratchley* (1910) 2 K.B. 244. This was an appeal from the judgment of the Divisional Court (1910) 1 K.B. 374 (noted, ante, p. 256). The action was for trespass in seizing the plaintiff's goods under an execution issued on a judgment which had been satisfied before the writ issued. There was no malice on the part of the defendants, and the writ had been issued in ignorance of the prior payment, and on that ground the Divisional Court held that the action would not lie. The Court of Appeal (Williams, Moulton and Farwell, L.JJ.), however, held that the defendants were liable and allowed the appeal and restored the original judgment in favour of the plaintiff.