

INSURANCE—SALE OF GOODS ON TERMS OF SELLER INSURING GOODS—
INSURANCE FOR LARGER SUM THAN AGREED.

In *Landauer v. Asser* (1905) 2 K.B. 184 the plaintiffs bought goods from the defendants for a price to cover freight and insurance, which were to be paid by the plaintiffs. The contract provided that "Insurance for 5 per cent. over net invoice amount to be effected by sellers for account of buyers." The defendants effected an insurance for a larger amount than 5 per cent. over the net invoice, and handed the policy to the plaintiffs in exchange for the stipulated price. A total loss occurred under the policy, and the underwriters were prepared to pay the plaintiffs the whole amount insured; the defendants, however, claimed that the plaintiffs were trustees for them of the excess of the insurance over and above the amount of the insurance "for 5 per cent. over net invoice." The matter having been referred to arbitration the umpire found that the defendants were entitled to the excess, but on a motion to set aside the award on the ground that it was bad on the face of it, the Divisional Court (Lord Alverstone, C.J., and Kennedy and Ridley, JJ.) held that the award was bad in law and that the plaintiffs were entitled to the full amount payable on the policies handed over to them.

LIQUOR LICENSE—OPENING PREMISES DURING PROHIBITED HOURS—
DELIVERY ON SUNDAY OF LIQUOR BOUGHT ON SATURDAY—AP-
PROPRIATION OF GOODS.

Noblett v. Hopkinson (1905) 2 K.B. 214 was a case stated by justices. The prosecution was for breach of a liquor license Act—the facts were as follows: Two men went into the defendant's public house on Saturday before closing time and bought a gallon of beer to be delivered to them the next morning at the place where they were working. The beer was drawn and put into a bottle and paid for. It was kept during the night in a building within the curtilage of the licensed premises, and was taken by the defendant's barman on the Sunday morning during prohibited hours and delivered to the purchasers. The Divisional Court (Lord Alverstone, C.J., and Kennedy and Ridley, JJ.) held that there had been no sufficient appropriation of the beer to the purchasers on the Saturday, and that the defendant ought therefore to be convicted of opening his premises for sale within prohibited hours. The Chief Justice and Kennedy, J., were also of the opinion that even if there had been a complete appropriation of the beer to the purchasers on the Saturday, the defendant was nevertheless liable to be convicted, on the ground that delivery of the beer was an essential condition of the purchase, and by