egress from his premises to the street, but included a right of access to his wall (in which there was no door or opening) for the purpose of repair, or for using it as a place for advertisements. The injunction was therefore granted as prayed.

MARINE INSURANCE—RUNNING DOWN CLAUSE—DAMAGE IN CONSEQUENCE OF COLLISION.

France Fenwick & Co. v. Merchants Marine Insurance Co. (1914), 3 K.B. 827. This was an action on a policy of marine insurance whereby it was provided "if the ship hereby insured shall come into collision with any other ship or vessel and the assured shall in consequence thereof become liable to pay and shall pay by way of damages to any other person or persons any sum or sums . . . the company will pay the assured" a certain proportion of the said sums. The facts were somewhat peculiar. The insured ship by negligent navigation collided with a vessel in front of her, causing little damage, but after this collision the other ship (by reason of attractive forces brought in play by the collision, and owing to their proximity, coupled with the wash of the propeller of the insured ship against the starboard bow of the other after the insured ship got ahead of her) came into collision with a third ship to which a large amount of damage was done, and for which the owners of the insured ship were held responsible, and they paid sums in respect of the damage so done to the third ship, which they claimed to recover in the present action; and it was held by Bailhache, J., that the collision with the third ship was a consequence of the collision of the insured ship with the other ship, within the meaning of the clause, and therefore that the defendants were liable.

INSURANCE—RE-INSURANCE—COMPROMISE BETWEEN ORIGINAL ASSURED AND ORIGINAL INSURERS—RE-INSURERS NOT ENTITLED TO BENEFIT OF COMPROMISE.

British Dominion General Ins. Co. v. Duder (1914), 3 K.B. 835. This was an action on a policy of marine re-insurance. A total loss having occurred of the vessel insured, the plaintiffs had effected a compromise with the assured, on the original policy of insurance; and the question was, whether, in the absence of any express agreement to that effect, the defendants, the re-insurers, were entitled to the benefit of that compromise; and Bailhache, J., who tried the action, held that they were not, but were liable for the full amount of the re-insurance; but that they were entitled to the benefit of any rights in respect of the abandonment