the foundered steamer X., at D., ran thus: "At and from A. the X. steamer, ashore in the neighborhood of D., and whilst there engaged at the wreck, and until again returned to A., ... the risk beginning from the loading on board the S. upon the said ship and [or] wreck, including all risks of craft, and for boats to and from the vessel and whilst at the wreck, each being treated as separately insured." The wreck was raised; but on the way to B., whither by reason of bad weather it was found necessary to steer, it foundered with the pumps on board. *Held*, that the policy did not cover the loss.—*Wingate* v. *Foster*, 3 Q. B. D. 582.

2. The defendant was underwriter for £1,200 on plaintiff's ship, valued in the policy at £2,600. The cost of repairing certain damages by sea was, after deducting one-third new for old and some particular average charges, £3,178 11s. 7d., and the salvage and general average charges paid by the plaintiff were £515. The value of the ship when damaged was £998; after repairs, £7,000; which last sum was, even after deducting the cost of certain new work not charged against the underwriters, much more than the original value of the ship. The policy contained a suing and labouring clause. *Held*, that the defendant must pay the whole £1,200 on account of loss, and the expense of repairs, and also a proportion of the £515 under the suing and labouring clause.—*Lohre* v. *Aitchison*, 3 Q. B. D. 558; s. c. 2 Q. B. D. 501.

3. A ship arrived at R., April 25, in a seaworthy condition. She left there June 4, with a cargo, encountered heavy gales between the 9th and the 15th, and made so much water that it was thought best to put back to R. On the way she got aground, but was gotten off, and arrived at R. June 20. She was found very much strained and worm-eaten, and with her copper off badly; and July 15, she was pronounced unseaworthy. In an action on a policy of insurance, the question was whether she became unseaworthy after she left R., or became so while lying at R., between April 25 and June 4. The judge charged the jury that, though the *onus* of proving the unseaworthiness at the commencement of the voyage is generally on those asserting it; yet, when a ship becomes unseaworthy shortly after leaving port, the burden is changed, and the presumption is that she was unseaworthy at the start, and that the present was such a case. *Held*, a misdirection. *Watson* v. *Clark*, (1 Dow., 336, 344), construed.—*Pickup* v. *The Thames & Mersey Insurance Co.*, 3 Q. B. D. 594.

Landlord and Tenant.—In a lease for twenty-one years, the defendant, the lessee, covenanted to pay the rent without any deduction, except land tax and landlord's tax; also to pay and discharge all manner of "taxes, rates, charges, assessments, and impositions whatever (except as aforesaid), then, or at any time or times during the term to be charged, assessed, or imposed in the premises thereby demised, or in repect thereof, or of the said rent as aforesaid, by authority of Parliament, or otherwise howsoever." The officers under the Public Health Act, 1875, notified the lessor to abate a nuisance on the leased premises by building a drain and deodorizing a cesspool. The lessor called upon the lessee to do it, and he refused. Thereupon, in order to avoid summary proceedings, the lessor did the work, paying therefor £25. *Held*, that the lessee was not called upon, under his covenant, to pay the amount.—*Tidswell* v. *Whitworth*, (L. R. 2 C. P. 326) and *Thompson* v. *Lapworth*, (L. R. 3 C. P. 149) referred to.—*Rawlins* v. *Briggs*, 3. C. P. 368.

Legislation.—Where plenary powers of legislation exist as to particular subjects, they may be well exercised, either absolutely or conditionally. It may be declared that a statute shall apply, if and when a certain executive officer shall think best to order that it shall apply.—*The Queen* v. *Burah*, 3 App. Cases, 889.

Libel.—1. Three persons made an application to a magistrate for a summons against the plaintiff, in respect of a matter of wages. The proceedings were public, and the magistrate dismissed the application for want of jurisdiction. The defendants afterwards published a fair report of the proceedings in their respective newspapers, for which the plaintiff brought libel suits against them. *Held*, that the publication was privileged.—*Usill* v. *Hales*. *Same* v. *Brearley*. *Same* v. *Clarke*, 3 C. P. D. 319.

2. A court may enjoin the publication of what a jury has found to be a libel on the plaintiff, if the publication will injure the plaintiff's business; *aliter*, if a jury has not passed upon the question whether the publication is a libel.—*Saxby* v. *Easterbrook*, 3 C. P. D. 339.