

dismissed.—*Viney v. Norwich Union Fire Insurance Company*, 57 Law J. Rep. Q.B. 82.

*Insurance, Marine—Broker—Material Fact.*

An assurance effected through a broker is not rendered void by the non-disclosure of a material fact which was unknown to the assured and to the broker, though it had come to the knowledge of a different broker while previously employed by the assured to effect another policy in respect of the same risk.—*Blackburn, Low & Co. v. Vigors*, 57 Law J. Rep. Q.B. 114.

*Lessor and Lessee—Determination of Lease—Compensation to Lessee.*

A lessee who exercises an option to determine his lease by notice in consequence of a threatened interference by promoters with his light and air is not entitled to compensation in respect of the interest he has abandoned, inasmuch as the determination of the tenancy was voluntary and not the natural consequence of the exercise of the promoters' powers.—*Regina v. Poulter*, 57 Law J. Rep. Q.B. 138.

*Agency—Broker.*

The employer of a broker to sell shares on a stock exchange authorises a contract of sale in accordance with the rules and regulations, and indemnifies the broker against liability incurred by him under those rules, unless the rules are either illegal or unreasonable and not known to the principal.—*Harker v. Edwards*, 57 Law J. Rep. Q.B. 147.

*Easement.*

A mine-owner under a canal, with power to work not injuring the canal, under an Act giving the canal company power to purchase the mines, is liable for damage to the canal without negligence.—*Lancashire and Yorkshire Railway Company v. Knowles*, 57 Law J. Rep. Q.B. 150.

*Contract—Wife turned away by husband.*

A wife who has been turned away by her husband without means of support for adul-

tery at which he has connived has authority to pledge his credit for necessities supplied to her.—*Wilson v. Glossop*, 57 Law J. Rep. Q.B. 161.

*Shipping—Admiralty Law.*

Where a master of a ship in distress makes an agreement which is neither unreasonable nor inequitable for the payment of a definite sum for salvage services, the owners of the salvaged ship are liable in the first instance for the whole amount agreed to be paid, and not for the proportion payable in respect of the ship only.—*The Prinz-Heinrich*, 57 Law J. Rep. P. D. & A. 17.

*Will—Probate.*

A will duly executed on the first page of a sheet of paper with the names of two witnesses signed at the foot of the second page, preceded by the word "witness," and a signed codicil on the third page with an attestation, leaving no room for the witnesses, admitted to probate.—*Woodhouse v. Balfour*, 57 Law J. Rep. P. D. & A. 22.

A trustee appointed by codicil in consequence of the death of one of the three trustees and executors under the will held entitled to probate as an executor.—*In the Goods of Lush*, 57 Law J. Rep. P. D. & A. 23.

RECENT ONTARIO DECISIONS.

Upon the presentation of a petition by certain shareholders of the Union Ranching Company, praying a winding-up order under R. S. C., c. 129;

Held, that R. S. C., c. 129, like the Insolvent Act of 1875, which provided for the winding-up of incorporated companies, is intended to be put into operation at the instance of creditors only.—*In re Union Ranching Co.*, Chancery Division, Boyd, C., March 1, 1888.

*Criminal law—Summary conviction—Sentence of imprisonment pronounced in absence of prisoner—Discharge.*

Motion on the return of a *habeas corpus* to discharge the defendant from custody.