wife were entitled to the fund.—*Wilkinson* v. *Gibson*, Law Rep. 4 Eq 162.

See Forfeiture; Marriage; Trust, 2; Will, 5.

Injunction.

A bill was filed to restrain a railway company from placing an obstruction, partly on a public way and partly on the land of the plaintiffs, a rival railway company, so as to block up the access to a station of the plaintiffs, and alleged that the injury caused by the continuance of the obstruction would be irreparable, and that the act was done without any color of title. On demurrer, *held*, that this was a case in which the court would enjoin trespass by a stranger.—*London & N. W. Railway Co.* v. *Lancashire & Yorkshire Railway Co.*, Law Rep. 4 Eq. 174.

Insurance.

1. A policy, purporting to be "*signed*, sealed and delivered," binds the insurers, though it remains in their possession. The insured need not formally accept or take it away, if nothing else remains to be done by him. So, *held*, by the House of Lords (Lord Chelmsford, C.; and Lord Cranworth), reversing the decision of the Courts of Exchequer Chamber and Common Pleas.—*Xenos* v. *Wickham*, Law Rep. 2 H. L. 296.

2. An insurance broker, employed to procure a policy, has no implied authority to direct the insurers to cancel it.—*Ib.*

3. The plaintiff in Liverpool employed an agent in Smyrna to buy and ship goods. The agent shipped goods on a vessel which sailed January 23, but was stranded the same day. The cargo became a total loss. The agent learned the loss on January 24, and on the next post day informed the plaintiff of it by letter, but purposely abstained from telegraphing, in order that the plaintiff might not be prevented from insuring. The plaintiff, on January 31, without any knowledge of the loss, effected an insurance. *Held*, that he could not recover against the underwriters.—*Proudfoot* v. *Montefiore*, Law Rep. 2 Q. B. 511.

4. In May, 1864, the Confederate cruiser, the Georgia, put into Liverpool, where she was dismantled; this fact was then known to the defendant, an underwriter at London. At Liverpool she was bought by the plaintiff, and converted into a merchant vessel. In August, 1864, the plaintiff, through a broker, insured the vessel with the defendant. The particulars furnished by the plaintiff were: Georgia, SS., chartered on a voyage from Liverpool to Lisbon and back. The vessel sailed, and was immediately captured by a United States frigate. In an action on the policy, the defendant set up the concealment of the fact that the Georgia was the late confederate cruiser, and therefore liable to capture. The jury found that the defendant did not know that the Georgia, which he was insuring, was the Confederate cruiser; but that he had, at the time of insuring, abundant means of identifying the ship from his previous knowledge, coupled with the particulars given by the plaintiff. *Held*, that the defendant was entitled to a verdict.—*Bates* v. *Hewitt*, Law Rep. 2 Q. B. 595.

See Bankruptcy, 3; Stamp, 1.

Interest.—*See* Vendor and Purchaser of Real Estate.

Joint Tenancy.—*See* Will, 3.

Jurisdiction.—*See* Foreign Attachment; Prohibition.

Landlord and Tenant.

1. An entry to distrain by opening a window which is shut but not fastened, is illegal. A., the landlord's agent, went with a warrant of distress to the demised premises, the front door of which he found fastened. Later in the day, a man in the employ of the landlord was allowed by the tenant to enter at the front door, and go through another door into the area, in order to repair the grating over the area, which was in a dangerous state. While the repairs were going on, the tenant left the house, having fastened both doors, and the man could not get out of the area. A. suggested to him to try a closed window which opened on the area. The window was unfastened; the man pulled down the sash, got into the house, and unfastened the door from the inside. A. then entered and distrained. *Held*, that it was one transaction, and the distress was unlawful.—*Nash* v. *Lucas*, Law Rep. 2 Q. B. 590.

2. A. let land to B. as tenant from year to year. B. continued to hold for several years after A.'s title had determined, paying rent to A., and at length gave up possession on notice to quit from A. After the determination of A.'s title, but before B. had given up possession, B. underlet to C. C. paid rent to B. as long as B. held, but afterwards paid rent to no one. In ejectment by A. against C., after B. had given up possession, *held*, that it might be presumed, as matter of fact, that a new tenancy from year to year had been commenced by B. after A.'s title had ceased, and that C., therefore, could not dispute A.'s title.—*London and N. W. Railway Co.* v. *West*, Law Rep. 2 C. P. 553.