

authorities of an offensive smell from the coffin the plaintiff had the vent closed, in consequence, when the coffin reached the church the coffin had burst and was leaking and the smell was so offensive that it could not be taken into the church, and the service had to be read outside. The Judge of the County Court who tried the action held that the plaintiff could not recover on the contract, but gave judgment in his favour on a quantum meruit for £42. A Divisional Court (Lawrence and Lush, JJ.) held that the contract was an entire contract for one consideration and not having been fully performed nothing was recoverable, and with this conclusion the Court of Appeal (Bankes, Scrutton and Atkin, L. JJ.) agreed.

INSURANCE (LIFE)—PREMIUMS PAYABLE QUARTERLY ON SPECIFIED DAYS—30 DAYS GRACE ALLOWED—WHETHER PREMIUMS DUE ON SPECIFIED DAYS, OR LAST OF DAYS OF GRACE.

McKenna v. City Life Assce. Co. (1919) 2 K.B. 491. By a policy of life insurance it was provided that the premiums were to be payable "on or before the last day of January, April, July and October" in each year. By the conditions 30 days grace were allowed for payment of each renewal premium. It was also provided that if the policy should have acquired a surrender value it should not immediately lapse, but would be kept in force for twelve calendar months from the date on which the last premium became due subject to payment of the arrear premiums and interest thereon within that period. The policy in question had obtained a surrender value. The premium payable on July 31, 1915, and all subsequent premiums were unpaid. On August 7, 1916, the owner of the policy tendered the premiums in arrear and interest thereon which the company refused to accept. The action was brought to compel them to accept payment. On behalf of the plaintiff it was contended that the payment in July, 1915, was not due until the days of grace had expired, consequently that his tender was within time; but the defendants claimed that the premium was due within the meaning of the condition on the 31st July, 1915, and therefor the tender was too late, and with this contention Scrutton, L.J., who tried the action, agreed.

PRIZE COURT—NEUTRAL SHIPOWNERS—CARRIAGE OF ENEMY PROPERTY—SALE OF CARGO—FREIGHT—DAMAGES FOR DETENTION AND DEMURRAGE.

The Heim (1919) P. 237. In this case a neutral vessel had been brought into a British port and her cargo being found to be enemy property had been seized and sold, the proceeds being in