

INSURANCE (LIFE)—CONCEALMENT OF MATERIAL FACT—KNOWLEDGE OF DISTRICT MANAGER—SUBSEQUENT RECEIPT OF PREMIUMS—WAIVER—PRINCIPAL AND AGENT—KNOWLEDGE OF AGENT IMPUTED TO PRINCIPAL.

*Ayrey v. British Legal & U. P. Ass. Co.* (1918) 1 K.B. 136. This was an action on a policy of life insurance. The policy contained a provision that it should be void in case of the concealment of any material fact by the assured. The assured was described in the proposal for insurance as a fisherman, which was his ordinary occupation. The fact that he was also a member of the Royal Naval Reserve and was therefore exposed to additional risk was not stated in the proposal form, but was communicated verbally to the defendants' district manager, and the premiums due under the policy were subsequently paid to and received by the district manager. For these circumstances the County Court Judge who tried the action held that the policy was void and that the plaintiff could not recover, but a Divisional Court (Lawrence and Atkin, JJ.) reversed his decision, holding that the knowledge of the district manager must be imputed to the defendants and that the subsequent receipt of premiums was, in effect, a waiver of the proviso, and judgment was accordingly given for the plaintiff.

NUISANCE—LANDLORD AND TENANT—TREES ON LESSOR'S PREMISES OVERHANGING DEMISED PREMISES—LESSEE'S HORSE POISONED BY EATING OF YEW TREE ON LANDLORD'S LAND—DUTY OF LESSOR TO LESSEE.

*Cheater v. Cater* (1918) 1 K.B. 247. This was an appeal from the decision of a Divisional Court (1917) 2 K.B. 576 (noted *ante* vol. 53, p. 388). The plaintiff had leased certain premises from the defendant; on the land of the defendant adjoining the demised premises a yew tree was growing near the boundary, the branches of which overhung the demised premises, and a horse of the plaintiff ate thereof and was poisoned and died. It was not shewn that the tree had grown over the demised premises subsequent to the lease. In these circumstances the Court of Appeal (Pickford and Bankes, L.JJ., and Sargant, J.) held that a lessee takes the property as he finds it, and as, for aught that appeared to the contrary, the tenant took the land with the branches overhanging it, so as to be within reach of horses, the defendant was not liable.

SHIP—ABANDONMENT AT SEA IN CONSEQUENCE OF TORPEDOING—SHIP AND CARGO SUBSEQUENTLY SALVED—RIGHT OF SHIP-OWNER TO FREIGHT.

*Newsum v. Bradley* (1918) 1 K.B. 271. This was an appeal from the judgment of Sankey, J. (1917) 2 K.B. 112 (noted *ante*