AN important point of insurance law was recently decided by the English Court of Appeal in *Canning* v. *Farquhar*, 54 L. T. N. S. 350. An application was sent to an insurance office for an insurance on the life of the applicant, setting out the state of his health and other matters, and declaring that all the statements in the application were true, and were to be the basis of the contract. The applicant was examined by the medical officer of the company, and the company then wrote to the applicant accepting the proposals, stating the amount of premium, and adding, "no insurance can take place until the first premium is paid." Before the first premium was paid the applicant met with an accident which resulted in his death. After the accident, but before the applicant's death, the premium was tendered in his behalf, but on the person making the tender informing the company of the accident, the company refused to accept the premium, and the next day the applicant died: the action was then brought by the administrator of the deceased applicant's estate for breach of the agreement to insure. But it was held by the Court of Appeal that the action was not maintainable; and the fact of there being an alteration in the risk between the date of the application for the insurance and the tender of the premium was held to justify the insurance company in refusing to accept the premium. The case was unique, and (as Lord Esher remarks) no case is to be found in the books in which such an action had ever been previously brought. The Court was unanimous that there was no concluded contract until the premium had been paid and accepted. Lord Esher even went so far as to say that, until acceptance of the premium, the insurers might at any time change their minds and refuse to insure, without assigning any reason, but in this view the Court cannot be said to have been agreed. Their are also other *dicta* of Lord Esher in his case which are important expressions of opinion. According to his view it is necessary that the statements of fact in a proposal for life insurance must be true, not only at the time they are made, but also at the time the first premium is paid, and if any alteration takes place in the meantime, the alteration must be made known to the insurers, otherwise there would be a concealment of facts which would avoid the policy.

FILING REPORTS.

As we fully anticipated, Rule 599 has been found to be a source of great practical inconvenience and expense to suitors, and has, besides, imposed on the accountant and his clerks great additional trouble and responsibility, without, as it appears to us, any adequate benefit to the public.

Under the former practice in Chancery, all reports were filed at Toronto, no matter where the suit was commenced, or where the proceedings were carried on. For over thirty years, this practice was found to work satisfactorily and smoothly, and there was never any doubt as to the proper place to file a report; the mere production of the report, showing that it had been filed in the office at Toronto, being of itself sufficient to show that it had been filed in the proper office.

Under Rule 599, all this is changed. Owing to proceedings in actions being frequently carried on in different offices, it has been necessary to give a technical construction to the provision of Rule 599, requiring the report to be filed in the office where the proceedings are "carried on." This technical construction has led to some curious and apparently incongruous conclusions. It has been assumed that it was the intention of the Rule to require