

on the lives of others in one of whom he had an insurable interest, but as to the others it was doubtful. After a short time Thomas decided not to keep up the policies and stopped paying the premiums and burnt the policies. In 1910 Evans, an agent of the defendant society, persuaded the plaintiff to assume and keep up the policies of which he procured duplicates to be issued, and on Lloyd, another agent of the defendants, assuring her that if she paid the arrears and the future premiums it would be all right, she paid the arrears, and received the five duplicate policies. Thomas did not assign the policies nor ask for duplicates. The plaintiff had no insurable interest in any of the lives insured, and having discovered that the policies were illegal and void, brought the action to recover the premiums paid by her. The defendants contended that the parties were in *pari delicto* and, therefore, that the plaintiff could not succeed, because the defendants were by statute prohibited from issuing policies to insurers having no insurable interest. Scrutton, J., gave effect to their contention, but the Court of Appeal (Eady, Phillimore and Bankes, L.JJ.) held that the plaintiff having been induced to assume the policies and pay the premiums on the false and fraudulent representation of the defendants' agents, that it would be all right to do so, she was not in *pari delicto* with the defendants, but entitled to recover what she had paid.

(CINEMATOGRAPH—LICENSE—CONDITIONS OF LICENCE—REASONABLE CONDITIONS—VALIDITY OF LICENCE—(R.S.O. c. 236 s. 3)

*Stott v. Gambie* (1916) 2 K.B. 504. This was an action brought by the plaintiffs, dealers in cinematograph films, against justices of the peace to have it declared that certain conditions imposed by them in a licence granted for the exhibition of cinematograph films, were unreasonable and void, and an undue interference with the contractual rights of the plaintiffs. The plaintiffs were proprietors of a film known as "Five Nights," and entered into a contract to let to the Hippodrome Company a copy of their film to be exhibited during the week ending October 9th, 1915, at their theatre. On the 4th October, 1915, the defendants attended at the Hippodrome and viewed the film, and prohibited its exhibition. This they did under the provisions contained in the licence to the Hippodrome, whereby it was provided: "That no film shall be shown that is objectionable or indecent, or anything likely, or tending, to educate the young in the wrong direction, or likely to produce riot, tumult, or breach of the peace.