and ships which members might be authorized to insure in their own names. The policy was in favor of the part-owner by whom the insurance was effected, and the rights of the plaintiffs as part-owners were not disclosed. The action was brought by the plaintiffs against the association to recover for a loss on the policy; but Wright, J., held that the action could not be maintained, thus establishing the converse of the rule laid down by the Court of Appeal in *United Kingdom Mutual Steamship Association* v. *Nevill*, 19 Q.B. 110 (see *ante* vol. 23, p. 291), where it was held that a person not a member of the association could not be sued for the assessments needed to make good losses, on the ground of his being an undisclosed principal for whose benefit an insurance was effected.

SPECIAL STATUTORY REMEDY FOR RECOVERY OF MONEY—PROCEEDINGS UNDER SPECIAL ACT, BAR TO CIVIL ACTION.

In *Vernon* v. *Watson* (1891), 1 Q.B. 400, Pollock, B., and Charles, J., following *Knight* v. *Whitmore*, 53 L.T.N.S. 400, held that where a statute gave a special remedy for the recovery of money misappropriated, including imprisonment, if the money were not paid, and the special remedy had been pursued, but had proved ineffectual to recover the money, that nevertheless a civil action for the money was barred.

INSURANCE—ACCIDENT—CONSTRUCTION OF POLICY—TIME, COMPUTATION OF—INSURANCE "FROM" A DATE—"ANY ONE ACCIDENT."

In *The South Staffordshire Tramways Co.* v. *The Sickness & Accident Assurance Association* (1891), 1 Q.B. 402, two points of construction were decided. The action was on a policy of insurance against "claims for personal injury in respect of accidents caused by vehicles for twelve calendar months from November 24, 1887," to the amount of "£250 in respect of any one accident." On 24th Nov., 1888, one of the plaintiffs' tram-cars was overturned, and forty persons were injured, and the plaintiffs became liable to pay claims which, in the aggregate, amounted to £833. The first question was whether the accident had happened within the period insured. Day and Laurance, JJ., held that it had, that the expression "from" excluded the 24th November, 1887, but included the 24th November, 1888. The other point raised was whether the accident was "one accident," and whether, therefore, the defendant's liability was limited to £250; or whether the injury to each of the forty persons was a separate accident, and their liability extended to the aggregate amount of the several claims. Day, J., held that it was but one accident, and the plaintiffs were only entitled to £250, but Laurance, J., was of a contrary opinion; and the Court of Appeal (Lord Esher, M.R., and Bowen and Fry, L.JJ.) were unanimous in agreeing with Laurance, J., that, according to the true intention of the policy, the injury to each person constituted a separate accident, and, therefore, that the plaintiffs were entitled to recover the whole £833.

BILL OF EXCHANGE—INFANT—NECESSARIES—BILL OF EXCHANGE ACT, (53 VICT., c. 33, s. 22, c.).

In re Soltykoff (1891), 1 Q.B. 413, the Court of Appeal (Lord Esher, M.R., and Bowen and Lopes, L.JJ.) held that an infant cannot give a valid bill of exchange or promissory note, even for necessaries.