

on the other hand, held that the time began to run from the delivery of the notice, and the delay occasioned by the vessel not being able to approach the pier must fall on the charterers and not on the shipowners.

WEIGHTS AND MEASURES—FALSE OR UNJUST MEASURE—POSSESSION OF FALSE MEASURE BY SERVANT FOR HIS OWN FRAUDULENT PURPOSE—EMPLOYER.

Anglo-American Oil Co. v. Manning (1908) 1 K.B. 536. This was a case stated by magistrates. The appellants were prosecuted for having a false measure. The facts disclosed that the appellants, who were hawkers of coal oil, had furnished their servant with a proper lawful measure, but for his own fraudulent purposes carried with him when hawking the plaintiff's goods, a measure with a quantity of soap in it, which had the effect of rendering the measure false to the extent of three and a half pints. It was not proved that the appellants were cognizant of or sanctioned or approved of the conduct of their servant, or derived any benefit from his fraud. In these circumstances, Channell, Bray and Sutton, JJ., held that the appellants could not be convicted of a breach of the Weights and Measures Act.

LIFE INSURANCE—FRAUD OF INSURANCE AGENT—DECEIT—AVOIDANCE OF POLICY—RECOVERY BACK OF PREMIUMS.

Kettlewell v. Refuge Assurance Co. (1908) 1 K.B. 545. In this case, it may be remembered, the plaintiff had taken out a policy of insurance with the defendant company. After it had been in force for a year the plaintiff proposed to let it lapse, whereupon the defendants' agent represented that if she continued to pay the premiums for four years more, the policy would remain in force and she would have no more premiums to pay. Relying on this representation she paid the four years' premiums, but on the expiration of that period the defendants refused to give her a paid-up policy. The plaintiff sued to recover back the four years' premiums. Phillimore and Bray, JJ. (1907) 2 K.B. 242 (noted ante, vol. 43, p. 619) held that the plaintiff was entitled to recover, and the Court of Appeal (Lord Alverstone, C.J., and Barnes, P.P.D., and Buckley, L.J. have affirmed that decision, though they were not altogether agreed as to the basis on which the plaintiff was entitled to recover. Lord Alverstone, C.J., was of the opinion that the money could