

INSURANCE—CONCEALMENT OF MATERIAL FACT—ASSIGNMENT OF
POLICY—ASSIGNEE FOR VALUE WITHOUT NOTICE—DEFENCE
ARISING OUT OF CONTRACT.

Pickersgill v. London and Provincial M. & G. Ins. Co. (1912) 3 K.B. 614. The plaintiffs in this case were the builders of a vessel of which Brown & Co. were the owners, who agreed to transfer to the plaintiffs all policies of insurance effected by them on the vessel as security for the price. Brown & Co. effected insurances and assigned the policies to the plaintiffs. In effecting these insurances they concealed from the underwriters material facts. The plaintiffs took the assignment without notice. The Marine Insurance Act, 1906, provides, that an assignee of a policy of marine insurance may sue thereon in his own name, but that the defendant may set up any defence arising out of the contract, and it was held by Hamilton, J., who tried the action, that the non-disclosure of material facts being a breach of the condition precedent to the liability of the underwriters on the policies, was a defence arising out of the contract, and as such available to the defendants in bar of the action: see Ont. Jud. Act, s. 58 (5).

MANDAMUS—PREROGATIVE WRIT—COMMAND TO REPAIR BRIDGE—
VAGUENESS OF COMMAND—RETURN TO WRIT.

Rex v. Wilts and Berks Canal Co. (1912), 3 K.B. 623. This was an application for a prerogative writ of mandamus requiring the defendants, a canal company, to repair and maintain a certain bridge in fulfilment of their public duty in that behalf. It was objected that the rule nisi was too vague and that the defendants would not know what they were required to do if the writ were granted as asked. Lord Alverstone, C.J., however, held that the command to repair the bridge in question was prima facie sufficiently explicit, and he granted it in the terms asked, leaving it to the defendants to raise the question on the return of the writ if so advised.

SHIPPING—CHARTER PARTY—CONTRACT OF AFFREIGHTMENT—
DEAD FREIGHT—LIEN—UNSEAWORTHINESS—DEVIATION.

Kish v. Taylor & Co. (1912) A.C. 604. This was an appeal from the judgment of the Court of Appeal (1911) 1 K.B. 625 (noted ante vol. 47, p. 265), reversing a judgment of Walton, J. (1910) 2 K.B. 309 (noted ante vol. 46, p. 612). The action