

to quash two convictions made for contraventions of martial law. The magistrate had used printed forms of his magistrate's court with printed headings appropriate thereto, but it was clear on the evidence that the convictions had been made in the administration of martial law. Under these circumstances the Judicial Committee of the Privy Council (The Lord Chancellor, Lords Davey, Macnaghten and Lindley, and Sir Arthur Wilson) held that the Supreme Court had no jurisdiction and their order purporting to quash the convictions was reversed.

CONTRACT—ON BEHALF OF COMPANY BEFORE ITS INCORPORATION—RIGHTS OF COMPANY.

Natal Land Co. v. Pauline Colliery (1904) A. C. 120. This was an appeal from the Supreme Court of Natal. The action was brought by the Pauline Colliery for the specific performance of a contract alleged to have been made in its behalf before its incorporation. The Court below had given judgment for the plaintiffs, but the Judicial Committee of the Privy Council (Lords Macnaghten, Davey and Lindley, and Sir Arthur Wilson and Sir John Bonser) reversed the judgment, holding that a company cannot by adoption or ratification obtain the benefit of any contract purporting to have been made on its behalf before it was in fact in existence. In such a case a new contract must be made with the company after its incorporation.

PRACTICE—DISCOVERY—SHIP'S PAPERS—ACTION BY INSURERS FOR MONEY OVERPAID—FRAUD.

Boulton v. Houlder (1904) 1 K.B. 784, was an action by insurers to recover money overpaid on marine policies of insurance owing to alleged fraudulent misrepresentations by the insured; and on an application by the plaintiffs for further discovery it was held by Bucknill, J., that the plaintiffs were only entitled to discovery of other policies in possession or control of the defendants, but not policies in the hands of the liquidator of a company into which the owners of some of the ships insured had been merged, neither the company nor its liquidator being parties to the action. On appeal, however, the Court of Appeal (Collins, M.R., and Romer and Mathew, L.JJ.,) decided (Romer, L.J., dubitante) that the defendants were bound to state on oath the steps they had taken to enable them to produce the policies, and, failing to produce them, they were bound to give such information as to their contents as they could obtain by reasonable exertion.