

INSURANCE (MARINE)—PARTIAL LOSS—DAMAGE UNREPAIRED—
SUBSEQUENT TOTAL LOSS—MERGER.

Wilson Shipping Co. v. British & Foreign Insurance Co. (1920) 2 K.B. 25. This was an appeal from the decision of Bailhache, J. (1919), 2 K.B. 643 (noted *ante* p. 113). The question was whether a partial loss unrepaired, followed by a total loss, could be recovered under a policy of marine insurance. Bailhache, J., held that the partial loss became merged in the total loss and was not recoverable, but the Court of Appeal (Bankes, Warrington, and Scrutton, L.JJ.), held that there was no merger and that the plaintiffs were entitled to recover for the partial loss notwithstanding the subsequent total loss.

PRACTICE—COSTS—JUDICIAL DISCRETION—SUCCESSFUL DEFENDANT
—DEPRIVATION OF COSTS—RULES OF SUPREME COURT, ORD.
XV. R. 1, (ONT. JUD. ACT, s. 74).

Ritter v. Godfrey (1920) 2 K.B. 47. This was an appeal on the question of costs by a successful defendant, who had been refused his costs. The action was against the defendant, a medical practitioner, for alleged malpractice. Prior to the action a correspondence had taken place between the parties in which the defendant had adopted a tone of levity and used somewhat insulting terms. At the trial the Judge found in favour of the defendant on the merits, but refused to give him costs mainly for the attitude taken by him in the correspondence before action. The Court of Appeal (Lord Sterndale, M.R., Atkin, L.J., and Eve, J.), however, considered that this was not a sufficient ground for refusing the defendant his costs, although at the same time considering the defendant's letters were offensive and lacking in good feeling, yet as they had not provoked the action, they constituted no ground judicially for depriving him of his costs. The observations of Buckley, J., were quoted with approval, viz.: "The facts upon which a Judge could exercise his discretion in depriving a successful litigant of costs, must be facts relevant to the question to be adjudicated upon as between the plaintiff and the defendant. The Judge had no power to deprive the successful litigant of costs because in some matters, not material, he might think that the party should have behaved with more courtesy or consideration. These were not matters on which the Court could act."

INSURANCE—PEACE, WHEN CONCLUDED—SIGNING OF TREATY—
EXCHANGE OF RATIFICATIONS—"TERMINATION OF THE PRESENT WAR."

Kotzias v. Tyser (1920) 2 K.B. 69. This was an action on a policy of insurance whereby the insurers agreed to pay to the