

and for the vessel owners; and because, even if it was intended to apply to the cargo, such contracts, as far as the master and seamen were concerned, are prohibited by the Merchant Shipping Act, 1894 (57-58 Vict. c. 60), s. 156, which says that "A seaman shall not . . . abandon any right that he may have or obtain in the nature of salvage, and every stipulation in any agreement inconsistent with any provision of this Act shall be void," and, therefore, the owners had no power to bind the master and the crew to any agreement to waive their claim to salvages, and, as regards the owners, they were entitled to recover, because the contract they made with the tug owners was not so made as agents of, or for the benefit of the cargo owners, but solely for themselves.

INSURANCE (ACCIDENT) — POLICY — EXCEPTIONS — ACCIDENT CAUSED BY ANYTHING SWALLOWED OR INHALED—DEATH BY INVOLUNTARY INHALATION OF NOXIOUS GAS.

*In re United London and Scottish Ins. Co.* (1915) 2 Ch. 167. This was a summary proceeding for the construction of a clause in an accident policy. The clause in question excepted, *inter alia*, accidents caused by "anything swallowed, or administered, or inhaled." The assured came to his death by involuntarily inhaling coal gas. Astbury, J., held that this was not within the exception, but the Court of Appeal (Lord Cozens-Hardy, M.R., and Pickford and Warrington, L.JJ.) held that it was, and reversed his decision.

INTESTACY—VERDICT OF INQUEST THAT SON OF INTESTATE MURDERED HIM—INDICTMENT FOR MURDER—INSANITY—INDICTMENT NOT PROCEEDED WITH—RIGHT TO SHARE IN FATHER'S ESTATE.

*In re Houghton, Houghton v. Houghton* (1915) 2 Ch. 173. The facts in this case were that a son killed his father, and a coroner's jury returned a verdict of murder against him. He was accordingly indicted for murder, but, being found to be insane, the indictment was not prosecuted. In these circumstances Joyce, J., held that the son was not precluded from sharing in his father's estate.

COMPANY—WINDING—DISTRESS FOR RENT PAYABLE IN ADVANCE —DISTRESS BEFORE COMMENCEMENT OF WINDING-UP—INJUNCTION—(R.S.C. c. 144, s. 22).

*Venner's Electrical Appliances v. Thorpe* (1915) 2 Ch. 404. This was an action for an injunction to restrain the defendant