on the ground that the plaintiffs were aliens and could not sue while the war lasted, and agreed that the case should be dealt with as if the war were over. Mathew, J., held that the fact that war had not been declared prevented the seizure, though made in contemplation of hostilities, from being an hostile act; and that the subsequent breaking out of the war did not invalidate the contract of insurance; and that the case was not within the rule of law which forbids the insurance by a British subject of an alien enemy's property; that the loss was covered by the policy and that the plaintiffs were accordingly entitled to recover.

INSURANCE (MARINE)—COLLISION CLAUSE—CONSTRUCTION—SUM PAID "IN RESPECT OF INJURY TO SUCH OTHER SHIP OR VESSEL ITSELF"—EXPENSE OF REMOVAL OF WRECK.

Burger v. *Indemnity M. M. Assurance Co.* (1900) 2 Q.B. 348, was also an action on a policy of marine insurance in which the point determined by the Court of Appeal (Smith, Williams and Romer, L.JJ.) overruling Mathew, J., is simply this, that the expenses of removing a ship wrecked by collision with the vessel assured do not come within the terms of "sums paid in respect of injury to such other ship or vessel itself" of which the policy provided, in the event of a collision, the insurers would pay a proportionate part.

COMPANY—CALLS ON FORFEITED SHARES.

In Ladies' Dress Association v. *Pulbrook* (1900) 2 Q.B. 376. The action was brought by a liquidator of a joint stock company to recover calls which had been made, prior to forfeiture, on certain shares which had been forfeited. The articles of association provided that any member whose shares had been forfeited should, notwithstanding the forfeiture, be liable to pay all calls owing on the shares at the time of forfeiture. The defendants resisted the claim on the ground that the shares had been forfeited more than a year before the commencement of the liquidation, and therefore the defendants were not liable to be placed on the list of contributories. But the Court of Appeal (Smith, Williams and Romer, L.JJ.) agreed with Ridley, J., and overruled this contention, being of opinion that the defendants were liable, not as contributories, but as debtors of the company. The case also deals with another point as to the validity of certain resolutions for the reduction of capital which does not appear to call for notice here.