

related to the business of a baker it was valid and for the benefit of the infant, as it was the means of his obtaining employment, and was therefore binding on him, and he therefore granted the injunction restraining the defendant from violating the agreement in so far as it related to the business of baking.

MUNICIPAL BY-LAW—ALTERATION OF DRAINS—LIABILITY OF AGENT CARRYING OUT WORK.

*Kershaw v. Brooks* (1909) 2 K.B. 265 was a prosecution for breach of a municipal by-law. The defendant had been employed by a householder to make certain alterations in the drains of his house, and in so doing a breach had been committed of the by-law of the London County Council, and the question was whether the defendant who was merely an agent was liable to the penalty imposed by the by-law for such breach. The magistrate dismissed the information and the Divisional Court (Lord Alverstone, C.J., and Walton and Jelf, JJ.) upheld his decision. The case turns on the wording of the by-law.

LIFE INSURANCE—POLICY—PROPOSAL BASIS OF CONTRACT—EFFECT OF ABSENCE OF SIGNED PROPOSAL—ESTOPPEL.

*Pearl Life Assurance Co. v. Johnson* (1909) 2 K.B. 288. This is a somewhat peculiar case. A policy was obtained by a woman on the life of her husband which was expressed to be issued in consideration of the wife having signed a proposal which it was declared was the basis of the contract, and that in case of any untrue statement being discovered as to the state of the health of the husband the policy was to be void. Premiums were from time to time paid until the husband's death. The insurance company refused to pay the policy on the ground of alleged untrue statements in the proposal, as to the husband's health. It was found as a fact that the wife had never signed nor authorized the signing of any proposal, and that in fact there was none, and in a summary proceeding to enforce payment of the policy the magistrate held that the policy must be read and construed as if all reference to the proposal had been struck out, and gave judgment for the wife for the amount of the policy. The Divisional Court (Lord Alverstone, C.J., and Walton and Jelf, JJ.) affirmed this decision, holding that the insurance company by reason of having issued the policy and received the premiums, were estopped from contending that there was no policy owing to the absence of a signed proposal.