remained on the train and continued his journey to Manchester. The through fare from Huddersfield to Manchester was 2s. 3d. The fare from Staleybridge to Manchester was 7d. The defendant tendered 7d., but the plaintiffs claimed 9d., being the difference between the 1s. 6d. and 2s. 3d. The County Court judge, before whom the action was tried, gave judgment in favour of the plaintiffs, and, on appeal, the Divisional Court (Lord Alverstone, C.J., and Wills and Channell, J.J.) affirmed his judgment, holding that the plaintiffs' claim being for a quantum meruit, the proper measure of damages was the difference between the fare actually paid and the through fare to the place actually travelled.

SEQUESTRATION—"SECURED CREDITOR."

In re Pollard (1903) 2 K.B., 41, although a decision in Bankruptcy, nevertheless deserves attention for the remarks it contains by Romer, L.J., as to the effect of a sequestration. He says: "I need scarcely point out that the seizure by the sequestrators does not convert the property seized into the property of the creditor. The next question is: Does the mere seizure of the sequestrators give the creditor a charge upon each part of the property of the debtor which has been seized? The answer must be clearly it does not."

In the result it was held by Wright, J., and his decision was affirmed by the Court of Appeal (Williams, Romer and Cozens-Hardy, L.JJ.) that a creditor who has obtained a sequestration under which a seizure has been made is not a 'secured creditor.'

CONTRACT—ILLEGALITY—LIFE INSURANCE—WAGERING POLICY—INSURABLE INTEREST—RECOVERY OF PREMIUMS PAID ON VOID POLICY—PARI DELICTO.

Harse v. *Pearl Life Assurance Co.* (1903) 2 K.B. 92, was an action brought to recover premiums paid by the plaintiff on a void policy of insurance. The defendants' agent represented in good faith to the plaintiff that an insurance effected by him on the life of his mother would be a good and valid insurance, and the plaintiff, relying on that representation, effected two insurances. The policies were, in fact, void for want of an insurable interest. The plaintiff sued to recover back the premiums paid by him on the policies. The County Court judge who tried the action held that the plaintiff could not recover because the parties were in pari delicto; but the Divisional Court (Lord Alverstone, C.J., and