from San Francisco to Vladivostok. During the currency of the policy, war broke out between Russia and Japan, and the Japanese fleet in the Pacific were capturing vessels, and they were also blockading Vladivostok. The defendants telegraphed to the plaintiffs that if the cargo were sent to Vladivostok via Nagasaki they would take up the position that the plaintiffs had deliberately caused any loss occasioned by the perils insured which were *inter alia* loss by capture. The cargo was therefore not sent and the plaintiffs proposed that the cargo should be discharged at San Francisco and sold elsewhere, and ultimately notice of abandonment was given to the defendants who refused to accept. The cargo was ultimately discharged at San Francisco for sale and delivery at Shanghai. The plaintiffs claimed to recover the value of the cargo after deducting what was realized by the sale at Shanghai, on the ground that there had been a constructive total loss. The defendants contended that there had been no loss by a peril insured against. Pickford, J., who tried the action, came to the conclusion that it was impossible to say that the cargo had been constructively totally lost because if it had been sent to the destination intended it might have been captured, and he therefore held that the action failed.

INSURANCE—PLATE GLASS—DAMAGE "CAUSED DIRECTLY BY OR ARISING FROM CIVIL COMMOTION OR RIOTING"—BREAKING WINDOWS BY DISORDERLY WOMEN.

London & Manchester Plate Glass Co. v. *Heath* (1913) 3 K.B. 411, is a case arising out of the disorderly behaviour of a class of women called "Suffragettes." The plaintiffs were insurers of plate glass windows and had re-insured some of their risks with the defendant, the insurance was against damage caused directly by, or arising from, civil commotion or rioting. In March, 1912, a large number of suffragettes simultaneously broke plate glass windows in different quarters of London and among them the subjects of the insurance. The plaintiffs claimed that this outbreak of disorder was a civil commotion or rioting within the meaning of the policy. Bucknill, J., who tried the action, held that there was no evidence that the damage was caused directly by, or arose from, civil commotion or rioting, and dismissed the action, and with this conclusion the Court of Appeal (Williams, Buckley, and Hamilton, L.JJ.) agreed. The Court adopted Lord Mansfield's definition of a "civil commotion" as being "an insurrection of the people for general purposes, though it may not amount to a rebellion, where there is usurped power."