MANDAMUS—PUBLIC AUTHORITIES PROTECTION ACT, 1893 (56 & 57 VICT. c. 61) s. 1—(R.S.O. c. 89, s. 13)—LIMITATION.

The King v. *Port of London* (1919) 1 K.B. 176. This case may be briefly noticed for the fact that the Court of Appeal (Bankes, Warrington, and Scrutton, L.JJ.) express a strong opinion, although they do not actually decide, that an application for a prerogative writ of mandamus is not within the six months' limitation prescribed by the *Public Authorities Protection Act*, s. 1 (R.S.O., c. 89, s. 13).

INSURANCE (MARINE)—PROFIT ON CHARTERPARTY—WAR RISKS—CAPTURE OF VESSEL—CONSTRUCTIVE TOTAL LOSS—SUBSEQUENT RECOVERY OF SHIP AND CARGO BY OWNERS—NOTICE OF ABANDONMENT.

Boura v. *Townend* (1919) 1 K.B. 189. This was an action on a policy of insurance on profit on charterparty. The vessel was chartered by the plaintiffs to carry a cargo of jute from Calcutta to Valencia in Spain. The plaintiffs valued their profit on the venture at £30,000, for which the policy in question was issued. The chartered vessel was to proceed from Delagoa Bay to Calcutta so as to arrive there the first week in December, 1917. She was not heard of after leaving Delagoa Bay on November 4, 1917, until February 27, 1918, when news arrived in England that the vessel was stranded on the coast of Denmark. It was then learnt that she had been captured in the Indian Ocean on her way to Calcutta on November 10, 1917, and a prize crew had been placed on board, and in the endeavour to take her to Germany she had been stranded. The policy was against total or constructive loss of steamer only from Delagoa Bay, via Colombo, to Calcutta and until sailed; and was against marine and war risks including capture by enemies of Great Britain, but excluding all claims arising from delay. And the plaintiff claimed as for a total constructive loss of the venture. No notice of constructive total loss was given to the defendants. Roche, J., who tried the action, held that the plaintiffs were entitled to recover: that the capture of the vessel constituted a total constructive loss, and that it was not necessary that notice should have been given. He held that the fact that the vessel was ultimately recovered did not enable the defendants to rely on the clause in the policy excluding all claims arising from delay. He accordingly gave judgment for the plaintiffs for the amount claimed with costs.