

the procession, on June 26, 1902, for £141 15s. By the terms of the contract the price was to be paid before the time fixed for the procession and before it was known that it would not take place. The plaintiff had paid £100 on account, which he now sought to recover as on a total failure of consideration, and the defendant counterclaimed for the balance of £41 15s. remaining unpaid. Wright, J., held that the plaintiff was not entitled to recover the £100 paid, and that the defendant was not entitled to the £41 15s. because, in the view he took of the contract, that was not payable until after the procession had taken place. The Court of Appeal (Collins, M.R., and Romer and Mathew, L.JJ.) affirmed his judgment as to the £100, but took a different view of the contract as to the payment of the £41 15s., which they held was payable prior to the date fixed for the procession and before it had become impossible.

LIFE INSURANCE—INSURABLE INTEREST—POLICY ON LIFE OF ANOTHER—
WAGERING POLICY—14 GEO. 3, C. 48, SS. 1, 2—(R.S.O. C. 339, SS. 1, 2)—
RECOVERY OF PREMIUMS PAID ON VOID POLICY—IN PARI DELICTO.

In *Harse v. Pearl Life Assurance Co.* (1904) 1 K.B. 558, the Court of Appeal (Collins, M.R., and Romer and Mathew, L.JJ.) have reversed the judgment of the Divisional Court (1903) 2 K.B. 92 (noted ante vol. 39, p. 613). The plaintiff had effected an insurance on the life of his mother, relying upon a representation of the agent of the insurance company that the policy would be valid. Having subsequently discovered that the policy was void under 14 Geo. 3, c. 48, s. 1, (R.S.O. c. 339, s. 2), he sued for the recovery of the premiums. The Divisional Court held him entitled to succeed, being of opinion that the plaintiff was entitled to assume that the defendants' agent was familiar with insurance law and therefore the parties were not in pari delicto. The Court of Appeal, on the other hand, came to the conclusion that as the representation of the agent was innocently made, the parties were in pari delicto, and therefore the plaintiff could not recover.

CONTRACT—IMPOSSIBILITY OF PERFORMANCE—PAYMENT ON ACCOUNT OF
CONTRACT—EXPRESS PROVISION FOR EVENT OF PERFORMANCE OF CONTRACT
BECOMING IMPOSSIBLE.

In *Elliott v. Crutchley* (1904) 1 K.B. 565, the Court of Appeal (Collins, M.R., and Romer and Mathew, L.JJ.) have affirmed the judgment of Ridley, J. (1903) 2 K.B. 476 (noted ante vol. 39, p. 746).