707, reported in the September number of the Law Journal Reports, will help to dispel some not unnatural notions about the efficiency of paying the premiums on a policy of insurance. There is a certain natural justice about giving a special privilege to a person who keeps up the premiums. If he does it at the request of the person entitled to the policy, of course, he can recover what he has paid in respect of premiums. If, in consideration of such request, the policy is given to him, no doubt the law would imply that he was to be entitled to hold it until he was recouped—in other words, that he has a lien upon it. Whether he ever has a lien on a policy which is not in his hands is a question which, if decided in the negative, would have disposed of the present case at the outset. Lord Justice Fry touches upon it, but does not decide it, although the bent of his opinion is undoubtedly against the lien. The cases in which the policy is at large and is in the hands of the person fully entitled, and can be delivered to the person paying the premiums, are simple cases, but further difficulties arise under more complicated conditions such as existed in the case in question. There could hardly be a case where the policy upon which such lien was claimed played so slight a part, because the policy appeared all the time when events of any import were occurring to have been comfortably reposing in the strong-box of the office of its own origin, which had a first charge on it for advances.

The policy in question was for a large sum on the life of a French duchess, with a premium of over £1,000 a year. Having run two years, it was bought by one Emanuel for £100, and he appears immediately to have mortgaged it to the Scottish Imperial Insurance Company, the defendants, whose policy it was, for £1,000, and subsequently for more. Emanuel had a friend named Benn Davis, a solicitor, who had as a client Mr. Falcke, whose executrix and widow the plaintiff was. Benn Davis was entrusted with £6,500 to invest for Mr. Falcke, and one of the securities he took for £6,000 of this was a second charge on the policy covenanting to pay the premiums. Then came the crash. Emanuel filed his petition for liquidation in 1882, and obtained his discharge, one of the terms being that the equities of redemption of securities remained in him. None of the incumbrancers would pay the premiums; but Emanuel paid two through Davis, as he alleged at the request of Davis acting on behalf of all the incumbrancers, and also under an arrangement with Benn Davis to buy the policy for £50. Two years afterwards, Falcke died, and Benn Davis absconded. The plaintiff's action was brought against the company, Emanuel, and others to enforce her charge. The policy was sold, and the salvage, after paying off the company's mortgage, amounted to something like two thousand pounds. This was claimed by Emanuel in virtue of his having paid the premiums. The way in which it was put was that Emanuel had an interest in the policy, or thought he had, under the inchoate agreement, and that if he paid the premiums, he was entitled to be recouped by the incumbrancers. There were many difficulties about this contention. In the first case, it was not shown that Benn Davis had any authority to make the request from Falcke; and if he had, Emanuel's claim would be a debt against Falcke's estate, and not a lien. It was not a case in which Emanuel could plead a set-off, as the produce of the policy was in no sense in his hands. The value of the case, however, depends on the fact that many things were assumed for the purposes of argument by the Lords Justices, and the law laid down. Lord Justice Cotton enters into a full explanation of the authorities on the question. The cases cited on behalf of Emanuel all turned out to be cases in which the inference of request was or might have been drawn, while in this case there was no suggestion of a request, except from Benn Davis. The only case which told the other way was a decision in *Shearman* v. *The British Empire Mutual Life Assurance Company*, 41 Law J. Rep. Chanc. 466, in which Lord Romilly had allowed premiums made by a mortgagor as in the nature of salvage money as against the mortgagee. Lord Justice Cotton is unable to agree with this case, if that was the ground of its decision. Lord Justice Bowen and Lord Justice Fry concurred in the view of Lord Justice Cotton and Lord Justice Bowen took occasion in the course of the argument to state what should be noted—namely, that in his opinion the note to *Lampleigh* v. *Brathwait* in Smith's 'Leading Cases' is too broadly expressed when it says that, if a man takes the benefit of payments made, he must be taken to have adopted them and ratified them. The breadth of this proposition is such that it would impose a liability on a man who was asked to dinner to pay his host's butcher's bill.

On principle there was not much to be said for the contestation set up. The analogy of salvage at sea was picturesque but hardly seriously made, although Lord Justice Bowen takes the trouble to dispose of it by showing that goods at sea are different from goods on land, and that the law of salvage does not arise from general principles, but from special circumstances of the sea, and from maritime custom. At the same time the case is of considerable value as disposing of an idea which certainly does run through certain cases and books, that a volunteer who incidentally confers some benefit on another or his property is entitled to be recouped, apart from the ordinary laws of contract. — *Law Journal* (London).