

Lord Coleridge, C.J., had rightly directed the jury at the trial; that the knowledge of the defendants' agent that the plaintiff was a one-eyed man at the time the insurance was effected must be imputed to the defendants, and that they must be taken to have entered into the contract on that understanding; and, therefore, that the plaintiff was entitled to recover notwithstanding the misstatement in the proposal.

INFANT—CONTRACT—DEBT INCURRED DURING INFANCY—BILL OF EXCHANGE GIVEN AFTER MAJORITY—RATIFICATION OR NEW PROMISE—INFANTS' RELIEF ACT, 1874 (37 & 38 VICT., c. 62), s. 2 (R.S.O., c. 123, s. 6).

*Smith v. King* (1892), 2 Q.B. 543, was an action brought on a bill of exchange, and the question raised was whether the bill was a sufficient ratification of a contract made during infancy. The facts of the case were as follows: The defendant during infancy became, jointly with two others, indebted to a firm of brokers, who brought an action against them after the defendant had attained his majority to recover the debt. That action was compromised by the defendant, giving two acceptances for £50 each, and one of his co-defendants an acceptance for £80, the other defendant being discharged from the action. One of the bills given by the defendant was indorsed by the brokers to the plaintiff, who had acted as the defendant's solicitor in the action, and who took the bill with notice of the circumstances. Day and Charles, JJ., on appeal from the Lord Mayor's Court, held that the transaction only amounted to a promise by defendant to pay a debt contracted during infancy, or to a ratification made by him after full age of a promise or contract made during infancy, and was, therefore, void under the Infants' Relief Act, 1874, s. 2 (R.S.O., c. 123, s. 6). It may, however, be well to note that there is a very important variation between the English statute and R.S.O., c. 123, s. 6. The former concludes with the words, "Whether there shall or shall not be any new consideration for such promise or ratification after full age"; whereas the words are not to be found in the Ontario Act. This omission would very possibly have an important bearing on the question how far this case can be considered as an authority for the construction of the Ontario Act.

REAL PROPERTY LIMITATION ACT, 1874 (37 & 38 VICT., c. 37), s. 8 (R.S.O., c. 111, s. 23)—ACTION TO RECOVER LEGACY—EXPRESS TRUST.

*In re Barker, Buxton v. Campbell* (1892), 2 Ch. 491, was a suit to recover a legacy, to which the Statute of Limitations was set up as a defence. A testatrix who died in June, 1860, by her will bequeathed the legacy in question, and directed it to be paid after the decease of the survivor of herself, her mother, and one John Oakey, and she directed that a sufficient part of her personal estate should be applied in payment of the legacy in priority to any other payment, and, subject to the payment of the legacies, she directed the trustees to hold the residue of the property in trust. On the 9th December, 1860, the mother of the testatrix died, and on the 14th January, 1866, John Oakey died. It was contended that there was an express trust of the legacy, and therefore the Statute of Limitations (37 & 38 Vict., c. 57), s. 8 (R.S.O., c. 111, s. 23) did not apply;