

says even if it were out of repair, it would be contrary to the practice of the Court to grant a mandatory order to repair, because the Court will not superintend works of building and repair, and an injunction or a mandatory order, if granted, must be certain and definite in its terms, and must explicitly state what the person against whom it is granted is required to do, or refrain from doing. The action was therefore dismissed.

SOLICITOR AND CLIENT—THIRD PARTY—COSTS—TAXATION—SOLICITORS' ACT, 1843 (6 & 7 VICT. c. 73), s. 38—(R.S.O. c. 174, s. 45).

*In re Cohen* (1905) 1 Ch. 345. A third party had obtained an order for taxation of a solicitor's bill under the Solicitors' Act, 1843, s. 38 (see R.S.O. c. 174, s. 45), and the question was on what basis the taxation was to be made. Eady, J., held that, in such cases, the bill must be taxed as between solicitor and client, and not as between the solicitor and the third party, though items in the bill for services which the third party is not liable to pay must, as against him, be disallowed, following *In re Longbotham* (1904) 2 Ch. 152 (noted ante, vol. 40, p. 741).

LIFE INSURANCE—DECLARATION AS TO AGE OF ASSURED—MISTAKE—ACCEPTANCE OF PREMIUMS AFTER DISCOVERY OF MISTAKE—AFFIRMANCE OF VOIDABLE CONTRACT.

*Hemmings v. Sceptre Life Association* (1905) 1 Ch. 365. This was an action on a policy of life assurance payable at the death of the assured, or on her attaining sixty. The policy (issued in 1888) stated that the proposal and the answers of the assured to certain questions formed the basis of the contract, and if it should thereafter appear that the proposer had made any false statement the policy should be void and the premiums forfeited. The assured in answer to questions as to her age, by mistake, stated that she was three years younger than she actually was. In 1897 the mistake as to age was discovered and made known to the insurance company and they thereafter accepted payment of two annual premiums. In August, 1899, the company wrote to the plaintiff who was assignee of the policy informing him of the mistake and stating that the proper premium for the correct age of the assured was £135 6s. 8d. instead of £112 16s. 8d., and suggesting that the plaintiff should pay the yearly difference of £22 10s. on the previous twelve years with compound interest at 5 per cent., and should in future pay the larger premium. This the plaintiff declined to do, but annually tendered the premium of £112 16s. 8d. which the company refused to accept. The