WILL—SOLDIER ON ACTIVE SERVICE—INFANCY OF TESTATOR—EXERCISE OF POWER OF APPOINTMENT—VALIDITY OF WILL—WILLS ACT 1837 (1 VICT. c. 26) ss. 7, 11 (R.S.O. c. 120, s. 14.)

In re Werhner, Werhner v. *Beit* (1918) 1 Ch. 339. This case has already been referred to, see *ante* p. 121. It is here, therefore, only necessary to say that Younger, J., gave effect to an appointment made by the will of a soldier on active service under the Wills Act (see R.S.O. c. 120, s. 14) although the testator was an infant, because the will had been admitted to probate, but at the same time intimated that he thought steps should be taken to recall the grant, being strongly of the opinion that the Act does not enable minors to make wills.

INSURANCE—POLICY ON JEWELLERY—"LOSS, DAMAGE OR MISFORTUNE"—CONSIGNMENT FOR SALE ABROAD OR RETURN—OUTBREAK OF WAR WITH COUNTRY OF CONSIGNEE—INABILITY OF CONSIGNEE TO DEAL WITH GOODS—LIABILITY OF INSURER.

Moore v. *Evans* (1918) A.C. 185. This was an appeal from the decision of the Court of Appeal (1917), 1 K.B. 458 (noted *ante* vol. 53, p. 228.). The action was brought on a policy of insurance against "loss, damage or misfortune" respecting a parcel of jewellery consigned by the insurer to persons in Frankfort for sale or return. After the goods had been sent to Frankfort, the war with Germany broke out, and the consignees became unable to deal with the goods,—but there was no evidence that they had not remained in the possession of the consignees except those which were shewn to have been placed by the consignees in a bank for safe-keeping. The House of Lords (Lords Atkinson, Parker, Parmoor and Wrenbury) agreed with the Court below, that, as the policy was on goods and not on the adventure, the evidence did not establish any loss on the policy.

MONEY-LENDER—BUSINESS CARRIED ON ELSEWHERE THAN AT REGISTERED ADDRESS—MONEY-LENDERS ACT 1900 (63-64 VICT. c. 51), s. 2, SUB-S. 1 (*b*)—(R.S.O. c. 110, s. 11 (*b*).)

Cornelius v. *Phillips* (1918) A.C. 199. This was an appeal from the decision of the Court of Appeal in *Finegold* v. *Cornelius* (1916) 2 K.B. 719 (note *ante* vol. 53, p. 47). The appellant carried on business as a money-lender and in an isolated transaction had lent money on the security of a promissory note at a hotel which was not his registered place of business. The Court below held that his so doing subjected him to a penalty under the Act, but did not invalidate the transaction. The House of Lords (Lord Finlay, L.C., and Lords Haldane, Dunedin, Atkinson and Parmoor), came to the conclusion that this mode of doing business rendered