

the claim, provided it be made within the time limited by the Act. It seems probable that the same rule would hold good under the Fatal Accidents Act, R.S.O. c. 135. We may note that Lord Dunedin dissented.

INSURANCE (LIFE)—ACCIDENT INSURANCE—CONDITION IN POLICY
—REGISTRATION—CLAIM TO BE MADE WITHIN A YEAR OF REGIS-
TRATION.

General Accident F. & L. Assurance Corporation v. Robertson (1909) A.C. 404. This was an appeal from the Scotch Court of Session. The action was brought on an accident policy contained in a copy of Lett's Diary for the year 1906. By the terms of the policy it was provided that any person desiring to take the benefit of the policy must send an application to the defendants for registration, together with 6d., and that any claim on the policy must be made within a year of registration. It appeared that the defendants in fact kept no register, but as applications were received, within a few days they were put into packets and kept together until the time for making claims had expired. In the present case the insured sent in his application, dated December 25, 1905. This was delivered at the defendants' office on 26 December, 1905, which was observed as a holiday, and it was opened on the following day, and was then stamped as received on 27 December, 1905. On 29 December, 1905, a formal acknowledgment was made out but not sent to the insured until 3rd January, 1906. The insured was injured in a railway accident on 28 December, 1905, from which he died the next day. Notice of the claim was given by the plaintiff on 2nd January, 1906. The case therefore turned on what was meant by "registration," and the House of Lords (Lord Loreburn, L.C., and Lords Ashbourne, James, Correll and Shaw) agreed with the Court of Session that the sending of the letter of acknowledgment on 3rd January, 1906, must be taken as the date of registration, and therefore that the claim was made in time.

LEASE—CONSTRUCTION—MINERALS—CLAUSE AGAINST WORKING
ADJOINING MINERALS—ABSOLUTE PROHIBITION.

In *Forrest v. Merry* (1909) A.C. 417 a mining lease was in question, whereby the defendants were empowered to work certain coal seams under certain lands, and by a contemporaneous agreement it was agreed that the lessees would work the coal under certain adjoining lands only to such extent as would enable them to pay £550, being the amount of fixed rents payable to the owners of such adjoining lands, and that if they exceeded