INSURANCE (MARINE)—CONCEALMENT OF MATERIAL FACTS—PRINCIPAL AND AGENT.

Blackburn v. *Haslam*, 21 Q. B. D. 144, is a case in which the law relating to the effect of concealment of facts upon the validity of a policy of marine insurance, which was pretty well discussed in the well-known case of *Blackburn* v. *Vigors*, 17 Q. B. D. 553; 12 App. Cas. 531, was again considered. In the latter case it was held that the insured was not liable for the concealment of facts from the insurer, which had come to the knowledge of the agent of the insured, but which had not been communicated by him to his principal. In that case the insured had made the contract of insurance through other agents than the one who had acquired the information which was concealed; but in the present case the jury having found that the same agent who had acquired the information, had commenced the negotiations for the insurance, which he subsequently handed over to his principals to take up at the point where the agent had left off; the Divisional Court (Pollock, B. and Charles, J.,) were of opinion that the principals were bound by the act of their agent in not disclosing the information they possessed to the insurer, and that therefore the policy was void.

ESTOPPEL—NEGLIGENCE—COMPANY—CUSTODY OF SEAL—LOSS BY UNAUTHORIZED USE OF SEAL—PROXIMATE CAUSE OF LOSS.

The Mayor of Staple of England v. *Bank of England*, 21 Q. B. D. 160, is a decision of the Court of Appeal (Lord Esher, M.R., Bowen and Fry, L.JJ.) in which, following *The Bank of Ireland* v. *Evans' Charities*, 5 H. L. C. 389, they affirm the decision of the Divisional Court (Day and Wills, JJ.). The plaintiffs, a corporate body, had permitted their seal to remain in the custody of their clerk, who without authority, affixed it to powers of attorney under which certain stock in the public funds to which the plaintiffs were entitled was sold, and the clerk appropriated the proceeds. The plaintiffs claimed that the stock had been transferred without their authority, and the Court of Appeal held they were entitled to succeed, on the ground that the negligence of the plaintiff in trusting their seal to their clerk, was not the proximate cause of the loss, the proximate cause they held was the felony of the clerk in dishonestly affixing the seal; and that it could not be said that the felony was itself either the natural, or likely or necessary, or direct consequence of the carelessness of the plaintiff.

WILL AND CODICIL—EXECUTION OF WILL—ACKNOWLEDGMENT OF TESTATOR'S SIGNATURE—WILLS ACT, 1837 (1 VICT. C. 26), S. 9—(R. S. O. C. 109, S. 12).

In *Daintree* v. *Butcher*, 13 P. D. 102, the Court of Appeal affirmed the decision of Butt, 13 P. D. 67, noted *ante* p. 266.

COLLISION—MARITIME LIEN—ACTION IN REM.—CHARTER PARTY—IMPLIED AGREEMENT.

The only other case in the Probate Division is *The Tasmania*, 13 P. D. 110, an action to recover damages for a collision by defendant's tug with the plaintiff's vessel while towing her, under the following circumstances: The tug was chartered by the defendants, a company, to work with their own tugs, and one of the terms on which the company towed vessels was that they would not be