

tested against the contingency of the life insured dropping, and that therefore the policy could not be treated as void. The County Court judge gave judgment in favour of the plaintiff, and on appeal the Divisional Court (Phillimore and Bray, JJ.) affirmed his decision. That Court held that the policy was void at the plaintiff's option, and that she was entitled to exercise that option whenever she discovered the fraud, and that her right to do so was not affected by the fact that in the meantime the contract had been binding on the defendants: also, that though the representations of the agent were made without authority, they were nevertheless as to a matter within the scope of the agent's authority, and the defendants could not retain any benefit resulting to them from such misrepresentation.

INSURANCE—WARRANTY OF FREEDOM FROM CAPTURE—CAPTURE OF SHIP—CONDEMNATION—TITLE OF CAPTORS.

*Andersen v. Martin* (1907) 2 K.B. 248, was an action to recover on a policy of marine insurance. The policy excepted inter alia the loss of the vessel by capture. The vessel had, in fact, been captured by a belligerent, but after her capture, and before her condemnation by a Prize Court, she became a total wreck. The vessel was subsequently condemned as a prize, by a Prize Court, and Channell, J., held that though the capture of a vessel does not of itself divest the owner's property in her, yet upon the ship being subsequently condemned by a Prize Court, the title of the captors relates back to the time of the capture, and consequently the plaintiff was not entitled to judgment.

PRACTICE—JOINDER OF SEVERAL CAUSES OF ACTION—PAYMENT OF LUMP SUM INTO COURT—RULE 123—(ONT. RULE 185).

*Benning v. The Ilford Gas Co.* (1907) 2 K.B. 290 was an action by several plaintiffs claiming relief for injuries arising out of the same transaction, viz., the obstruction by defendants of a stream or water course. The action was constituted under Rule 123, (Ont. Rule 185). The defendants paid into Court a lump sum of £100 in satisfaction of the claims of all the plaintiffs. The aggregate of the plaintiffs' claims was £1,115 15s. The action was tried before a referee who treated the payment into Court as valid and assessed the aggregate damages of the plaintiffs at £79 10s. And he found that the payment into Court was more than sufficient to satisfy the plaintiffs' claims. He