

providing counsel to argue the case from the respondent's standpoint, and that the costs so occasioned were not thrown upon the respondent.

REGISTRATION OF TITLES—KNOWLEDGE OF UNREGISTERED RIGHTS
—RECTIFICATION OF REGISTER.

Loke Yew v. Port Swettenham Rubber Co. (1913) A.C. 491. This was an appeal from the Malay Straits Court. In the Malay Straits a Registration of Titles Act is in force which provides that a person named in the certificate of title issued thereunder is entitled to an indefeasible title, except on the ground of fraud or of adverse possession for the prescriptive period. In June, 1910, Eusope was the registered owner of 322 acres of land, 58 acres of which were in the adverse possession of Loke Yew. The plaintiffs by their agent contracted to purchase the 322 acres, and as an inducement to Eusope to sell agreed to make their own arrangements with Loke Yew. The plaintiffs obtained a transfer from Eusope and caused themselves to be registered as owners of the 322 acres, and brought the present action to eject Loke Yew. The Malay Court gave judgment for the plaintiffs, but the Judicial Committee of the Privy Council (Lords Atkinson, Shaw and Moulton) reversed the decision, holding that the plaintiffs, having bought with the knowledge of the defendants' possession, had obtained the transfer by fraud and misrepresentation, and that as the rights of third parties did not intervene, they could not better their position by registration of their title; and that the defendant in the circumstances was entitled to a rectification of the register.

FIRE INSURANCE—POLICY—CONDITION REQUIRING DISCLOSURE OF
OTHER INSURANCES—SUBSTITUTION OF OTHER INSURANCES
FOR THOSE DECLARED—TRANSFER OF INTEREST—LEASE—
(INSURANCE ACT, ONT., 2 GEO. V., c. 33, STATUTORY CON-
DITIONS 3, 5).

National Protector Fire Ins. Co. v. Nivert (1913) A.C. 507. This was an appeal from His Majesty's Supreme Court for the Ottoman Dominions. The action was brought to recover the amount of two policies of insurance on buildings and their contents, which were subject to conditions that the insured should be bound to declare by writing whether there were other insurances, and the same were to be mentioned in the policy itself or by memorandum thereof endorsed thereon by the company.