

from Dominion jurisdiction; the Dominion Companies Act and the Dominion Trust Companies Act, on the ground that they infringe on Provincial jurisdiction; the Customs Act, on the ground that it imposes taxes upon the Provinces contrary to the British North America Act, 1867, and so on. Only a few of the Acts which might be "held up" are mentioned here, but every one of them could be attacked on the allegation that it is unconstitutional, and according to the doctrine expressed by Mr. Justice Middleton in granting his injunction order, the judge should not even consider whether such allegation is correct.

The injunction order was so extraordinary and has resulted in so much criticism of its action that one can scarcely regret that in this case the Ontario Legislature asserted the principle that irresponsible government by injunction did not meet with its approval.

----- ACCIDENT INSURANCE.

The case of *Sowards v. London Guarantee and Accident Co.*, 21 O.W.N. 456, has attracted the attention of the public, and has been commented on in the public press, because of its great interest to the owners of motor cars, and not the less in these days when accidents and collisions are of daily occurrence.

In this case no new principle of law is enunciated; and though all intelligent business men knew that one cannot insure against the consequences of one's own illegal act, they did not, perhaps, emphasize that thought when endeavouring to secure application for insurance. It has, therefore, been a surprise to many motor car drivers to learn that if they become involved in an accident, which is found to be the result of their own negligence, they may not recover upon their insurance policies.

In *Sowards v. London Guarantee and Accident Co.* the plaintiff brought his action upon a policy insuring him in respect of damage to his motor car. One of the defences set up was the illegal speed at which the car was running at the time the damage was sustained. Upon this defence, as upon another defence, also set up, the defendant company was successful. Riddell, J., held that the policy must be read as though it had expressly