Mathew, J., held that a policy of insurance on a ship which contained a clause "warranted no iron, or ore, or phosphate cargo, exceeding the net registered tonnage," was forfeited by shipping a quantity of steel in excess of the net registered tonnage.

INSURANCE AGAINST INJURY—"EFFECTS OF INJURY CAUSED" BY ACCIDENT—DEATH FROM OTHER CAUSES, HASTENED BY ACCIDENT—POWER OF ARBITRATOR TO STATE SPECIAL CASE UNDER C.L.P. ACT, 1854, S. 5 (R.S.O. C. 53, S. 35).

Isitt v. *Railway Passengers' Assurance Co.*, 22 Q.B.D. 504, was an action upon an accident policy granted by the defendants against "death from the effects of injury caused by accident." The assured fell and dislocated his shoulder. He was at once put to bed, and died in less than a month from the date of the accident, having been all the time confined to his bedroom. In a case stated in a reference under the defendant's Special Act, the arbitrator found that the assured died from pneumonia, caused by cold, that he would not have died as, and when, he did, but for the accident; that as a consequence of the accident he was rendered restless, unable to wear his clothing, weak and unusually susceptible to cold, and that his catching cold, and death, were both due to the condition of health to which he had been reduced by the accident. Huddleston, B., and Wills, J., under these circumstances were unanimously of opinion that the death of the assured was due "to the effects of injury caused by accident," within the meaning of the policy. The Act providing for the reference to arbitration of clauses arising under the policy, also provided that the submission might be made a rule of Court, and the Court was of opinion that the umpire in the reference had power to state a special case for the opinion of the Court under the C.L.P. Act, 1854, s. 5 (see R.S.O. c. 53, s. 35). Huddleston, B., says at p. 511, "The question of law is, then, whether or not, as a matter of law, the chain of circumstances ought to be taken as 'effects' under this insurance. Construing, as I do, the terms of the insurance as meaning that the injury must be immediately caused by the accident, but that the death need not be immediately caused by the injury, I answer this question in the affirmative. I think the circumstances which followed were, in the contemplation of law, 'effects' of the injury."

PRACTICE—COSTS—JOINT DEFENDANTS IN ACTION OF TORT—DEFENDANT SEVERING IN PLEADING—LIABILITY OF DEFENDANTS FOR COSTS OF SEPARATE PLEADING.

In *Stumm* v. *Dixon*, 22 Q.B.D. 529, the Court of Appeal (Lord Esher, M.R., and Fry, L.J.) were divided in opinion on a question of practice. The action was one of tort against two defendants, who had severed in their defence; the plaintiff recovered judgment against both, with costs, and the question arose whether both defendants were liable to all the costs of the action. The Divisional Court held (see *ante*, p. 145) that the defendant who delivered a separate defence was alone liable to the plaintiff for the costs so occasioned, and that the other defendant was not liable for the costs. And in this opinion Lord Esher concurred, but Fry, L.J., was of the opinion that both defendants were jointly and severally liable for all the costs. Lord Esher considered it against natural justice to hold otherwise, and the only authority on the point, *Wilson* v. *Foore*,