**INSURANCE** (MARINE)—CAPTURE—PROPERTY OF ALIEN ENEMY—INTENTION TO WAGE WAR—SEIZURE BY BELLIGERENT STATE OF PROPERTY OF ITS OWN SUBJECTS.

*Driefontein Gold Mines* v. *Janson* (1901) 2 Q.B. 419, was an appeal from the decision of Mathew, J. (1900), 2 Q.B. 339 (noted ante vol. 36, p. 661), and the Court of Appeal (Smith, M.R., Williams and Romer, L.JJ.,) have unanimously affirmed his decision. The action was brought to recover on a policy of insurance on gold lost on its transit from Johannesburg to England. The loss occurred in this way: the South African Republic not then being at war with England, but war being imminent, "commandeered" the gold, the property of the plaintiffs, a Transvaal corporation. The defendants resisted payment because they contended that, on grounds of public policy, a contract of insurance against such a loss as was incurred in this case is invalid; but the Court of Appeal came to the conclusion that, although the case was not covered by authority, there was nothing against public policy in insuring against such loss. The Master of the Rolls goes so far as to characterize that contention as absurd.

**DEFAMATION**—SLANDER—WORDS NOT ACTIONABLE PER SE—IMPUTATION OF INSOLVENCY TO SOLICITOR.

*Dauncey* v. *Holloway* (1901) 2 K.B. 441, was an action brought by a solicitor to recover damages for slander, the words being: "they tell me he (meaning the plaintiff) has gone for thousands instead of hundreds this time;" and, on another occasion: "It seems to be a worse job than the other was. Miss Allen told me Mr. Donnelly had lost thousands." Wright, J., who tried the action, held that the words were not actionable per se, and that, in the absence of proof of special damage, the plaintiff could not recover, and his judgment was affirmed by the Court of Appeal (Smith, M.R., and Williams and Romer, L.JJ.).

**TRUSTEE** AND CESTUI QUE TRUST—BREACH OF TRUST—SOLICITOR—TRUSTEE—FRAUD—APPROPRIATION OF SECURITIES—ENTRIES IN BOOKS—LEGAL ESTATE—NOTICE—EQUITABLE TITLE.

*Taylor* v. *London and County Banking Co.* (1901) 2 Ch. 231, is an action arising out of the fraud of a solicitor, in which it was held that the entry by the solicitor in his books of a statement purporting to appropriate a certain mortgage security to a particular trust estate which he had defrauded, was a sufficient