

DIGEST OF ENGLISH LAW REPORTS.

sideration. S. died, and the residuary legatees claimed the bond. *Held*, that the memorandum was a good declaration of trust, and that M. was entitled to the bond.—*Morgan v. Malleson*, L. R. 10 Eq. 475.

See TRUST; WILL, 4.

GUARANTY

S. was admitted as a subscriber to Lloyds', and the defendant gave a guarantee for any debts that he might contract as an insurance-broker until notice of the discontinuance of the guarantee. S. afterwards took H. into partnership with him, and the defendant wrote a letter discontinuing the guarantee, but was induced to write another letter, in which he withdrew the notice and declared that the guarantee should "continue in force upon the same terms and conditions as are mentioned in such guarantees." By the rule of Lloyds, each subscriber is allowed to have one or more substitutes, and S. obtained a ticket for the admission of H. as his substitute; the partners continued to transact business at Lloyds for several years after the last letter was written, and always in the partnership name. *Held*, that the guarantee applied to the debts incurred in such transaction.—

Leathley v. Spyer, L. R. 5 C. P. 545.

HUSBAND AND WIFE.—See SETTLEMENT, 3.

INDEMNITY.—See DAMAGES, 3.

INDEMNITY. STATUTE OF.—See CONFLICT OF LAWS, 2.

INDICTMENT.—See CRIMINAL LAW, 1.

INJUNCTION.—See BANKRUPTCY; DAMAGES, 1; EQUITY, 1, 3, 4; PATENT, 1.

INSURANCE.

1. Policy of insurance on a steam-vessel from Montreal to Halifax; the following perils were excepted: "rottenness, inherent defects, and other unseaworthiness; bursting or explosion of boilers, or collapsing of flues, or breakage of machinery." There was a defect in the boiler, which made it unmanageable as soon as the vessel was in salt water; she had to put back to have it remedied, and eventually resumed the voyage, met with bad weather and was lost. *Held*, that the implied warranty of seaworthiness was not excluded by the terms of the policy, and that it was not complied with, the vessel not being seaworthy at the commencement of the portion of her voyage which was to be made in salt water.—*Quebec Marine Insurance Co. v. Commercial Bank of Canada*, L. R. 3 P. C. 234.

2. Insurance on a ship at and from Buenos Ayres, and port or ports of loading in the Province of Buenos Ayres, to port of call and

discharge in the United Kingdom. The plaintiffs knew, when they effected the insurance, that the ship was going to L. to load, but did not communicate the fact to the underwriters, to whom L. was unknown as a place of loading, and who would have required a higher premium if they had known it. L. is an open bay, and vessels have to load by means of lighters; there is a regular trade between L. and Buenos Ayres, but not between L. and Europe. The ship loaded at L., and was lost returning to Buenos Ayres. *Held*, that the plaintiffs had concealed a material fact, which vitiated the policy; *held, also*, by the majority of the court, that L. was a port of loading within the meaning of the policy.—*Harrower v. Hutchinson*, L. R. 5 Q. B. (Ex. Ch.) 584; s. c. L. R. Q. B. 523; 4 Am. Law Rev. 292.

3. Insurance upon goods, on a voyage from Liverpool to Matamoros, against perils of the seas, men-of-war, takings at sea, arrests, and restraints of kings, princes, and people. The vessel was seized by a United States cruiser by reason of carrying contraband of war, and carried in for condemnation; the Prize Court decreed restitution, and the captors appealed; the goods, having become deteriorated, were sold under an order of Court; the insured thereupon abandoned to the underwriters, who refused to accept it. The owner might have obtained possession of the goods at any time by giving bail, but he never did so; gold was then at a premium of 150 to 180 per cent. *Held*, that the sale of the goods by order of the Court entitled the insured to recover for a total loss.—*Stringer v. English and Scotch Marine Ins. Co.*, L. R. 5 Q. B. (Ex. Ch.) 599. s. c. L. R. 4 Q. B. 676; 4 Am. Law Rev. 472;

4. Insurance upon goods against fire "from the 14th February, 1868, until the 14th August, 1868, and for so long after as the said assured shall pay the sum of \$225." A condition provided that the policy should not be in force until the premiums were actually paid and persons continuing annual insurance, must pay the premium before the commencement of the succeeding year. The first premium was paid, and on the 14th August, 1868, before any further payment was made, the goods were destroyed by fire. *Held*, that the insurance covered the 14th August.—*Isaacs v. Royal Insurance Co.*, L. R. 5 Ex. 296.

5. Insurance against death by accident, "where such accidental injury is the direct and sole cause of death to the insured," but not "against death or disability arising from . . . erysipelas, or any other disease or second