EX. C. JACKSON AND ANOTHER v. FOSTER. *June 18th.*

*Insurance—Condition that life policy shall be void in the event of suicide, unless third party have acquired a bonâ fide interest for valuable consideration—Assignment by operation of law—Bankruptcy.*

B a merchant at Valparaiso, insured his life in England under a policy subject to this condition:—This policy will be void if the life assured die by his own hands or the hands of justice by duelling or suicide, but if any third party have acquired a *bonâ fide* interest therein by assignment or by legal or equitable lien for a valuable consideration or as security for money, the assurance thereby effected shall nevertheless to the extent of such interest be valid and of full effect. On the 9th of July 1856, while the policy was running, B became bankrupt and according to the law of Valparaiso his property became vested by operation of law in the escribano or notary of the Consulado Court. On the 14th July B committed suicide. On the 15th July a meeting of creditors was held and the plaintiffs were appointed assignees, upon which the property of B became vested in them.

Action having been brought to recover the amount insured.

*Held*, (affirming the judgment of the Queen's Bench,) that the plaintiffs were not entitled to recover as they were not such third parties as the exception in the condition was intended to refer to.

COCKBURN, C. J.—The bankrupts assignees are not a third party, they only represent the bankrupt's estate as it was at the time of bankruptcy and not the interest of a third party.

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EX. CARTER v. CRICK. *May*, 7.

*Warranty—Sale of goods—Representation.*

Where the plaintiff hearing from a third person that the defendant had some seed barley for sale, went to him and saw a sample of it, and upon the defendant saying, "it is very good, or else I would not sell it to you," the defendant's clerk at the same time writing to the vendor of the defendant in the plaintiffs presence, in these words, "I shall be glad to know what sort it is, as it would do very well for seed," bought sixty-six quarters of it, and it turned out to be barley of an inferior kind, not usually grown.

*Held*, that these representations did not amount to a warranty that the barley was of any particular kind.

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EX. COBBETT v. THE GENERAL STEAM NAVIGATION CO. *May*, 3.

*Costs—County Courts Act—Concurrent jurisdiction—Dwelling by Corporation.*

A Corporation does not dwell, within the meaning of the 128th section 9 & 10 Vic., c. 95, at a place other than their chief office, where they carry on business by means of an agent merely.

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EX. CORNISH v. ABINGTON. *April*, 29.

*Evidence—Estopped by conduct—Interference from silence.*

Plaintiff's foreman sold goods of his master to the defendant, representing when he sold them that he was dealing on his own account, and selling the goods as principal. The sales were entered in the plaintiff's books as made to the defendant, and invoices were sent by the plaintiff to the defendant, in which the defendant was charged with the goods to the plaintiff. The foreman explained to the defendant that it was done by mistake, as he, the foreman and not the defendant, ought to have been charged in the invoice, and the defendant gave the foreman bills for the value of the goods, and afterwards settled the amount on account with him.

*Held*, that the plaintiff was entitled to recover the price of the goods in an action for goods sold and delivered, on the ground that the defendant had, as found by the jury, so conducted himself as naturally to induce a belief in the plaintiff's mind that the defendant was purchasing the goods of him.

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Q. B. FRANCIS v. HAWKESLEY. *May*, 30.

*Statute of limitation—Acknowledgment in writing.*

A party chargeable with a debt wrote a letter, wherein he states an account, making the debt one of the items against himself, and claiming a balance in his own favor, and offered to make an arrangement which was not accepted.

*Held*, that the letter was not an acknowledgment within Lord Tenterden's Act.

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C. P. ANN LUCAAN v. KIRKMAN. *April*, 21.

*Promissory note—Effect of putting name on back of note by person, other than by payee or indorsee—Notice of dishonour—Waiver of.*

A being indebted to B makes a promissory note, payable to the order of B, which B agrees to take on having C's name endorsed by C on the back of the note. Thereupon, and before any endorsement by B, C writes his name on the back of the note. This, alone does not amount to an authority to B the payee, to put his name on the back of the note above C's name, so as to constitute C an indorsee, and so liable as a second indorser.

*Quære.*—What would the effect have been if C had given such authority expressly.

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Q. B. MACDONALD ET AL., v. LONGBOLTON *May*, 27.

*Written contract—Evidence to apply—Effect of that evidence—Excess*

The defendant, a wool buyer, purchased of the defendants, sheep-farmers, a quantity of wool described simply as "your wool." A previous conversation had taken place between the parties in which the plaintiff had stated that beside their own clip of wool, they had purchased the clips of four or five neighbouring farmers whose names were specified, and that altogether the quantity amounted to "2300 stones, a hundred stones more or less."

*Held*, in an action against the defendants for not accepting the wool, that evidence of this conversation was admissible to explain what was meant by the term "your wool."

*Held* also, per CAMPBELL, C. J., and ERLE, J.,—that this conversation was not thereby made a part of the contract so that the quantity specified became an ingredient in the contract and that the contract was performed by the plaintiffs sending all the wool which they then had amounting to 2,595 stones.

WIGHTMAN, J.,—*dissentiente.*

*Semble*, per ERLE, J.,—that even if the quantity mentioned was a part of the contract that it was a question for the jury whether or not the excess was unreasonable.

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EX. PRICE v. WORWOOD. *April* 30

*Ejectment—Forfeiture—Waiver of forfeiture—Payment of rent—Evidence of breach of covenant to insure—Evidence of insufficient distress*

A tenant admitted twice before the commencement of an action of ejectment, under a condition for re-entry on failure to keep the premises insured, that he had not insured the premises. The last admission was about a month before the action was brought, and he then said he did not insure for want of money. The day previous to the bringing of the action, the landlord received rent from an under tenant.

*Held*, that there was evidence that the premises were uninsured after the receipt of the rent.

*Semble*, that the receipt of the rent was no waiver of the previous forfeiture.

Evidence of a search of the ground floor only, where there are rooms in an upper floor is not sufficient for the purpose of showing that their are not goods on the premises sufficient to satisfy arrears of rent.

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EX. WRIGHT v. MILLS. *May* 12.

*Practice—Signing judgment after death of defendant on the same day.*

Where judgment was signed on the same day that the defendant died, the defendant dying at half past nine in the morning, and the judgment being signed at eleven, the hour at which the office opened.

*Held*, on the authority of *Regina* v. *Edwards*, 9 Ex 32, that the signing judgment being a judicial act took precedence of all other acts done on the same day, and was valid.