

DIGEST OF ENGLISH LAW REPORTS.

HIGHWAY.

A road was set out as a private road in 1789 under an enclosure act, and the adjoining land owners or occupiers were ordered by the award ever after to keep the road in repair. There was evidence of user by the public sufficient to support the presumption of dedication. *Held*, that the award did not prevent the road becoming a highway repairable by the inhabitants at large.—*Queen v. Inhabitants of the County of Bradfield*, L. R. 9 Q. B. 552.

HUSBAND AND WIFE.—*See* EXECUTORS AND ADMINISTRATORS ; SETTLEMENT, 1.

IMPLIED CONTRACT.—*See* INSURANCE, 1.

INCOME.—*See* DIVIDEND.

INFANT.—*See* REVIEW.

INJUNCTION.—*See* ANCIENT LIGHT.

INSOLVENCY.—*See* CONTRACT.

INSURANCE.

1. Insurance was effected on wine in casks on or under deck. The wine was jettisoned in bad weather by staving in the casks, but the rest of the cargo arrived safely. *Held*, that there was an implied warranty that the vessel was seaworthy for the voyage she was about to undertake, loaded as she was with said cargo ; and that in considering her seaworthiness the jury should consider the nature of the cargo ; and that, if the vessel could only be made seaworthy by the destruction of said cargo, she was unseaworthy, no matter how easy the cargo might be destroyed.—*Daniels v. Harris*, L. R. 10 C. P. 1.

2. The plaintiffs requested an insurance broker to effect insurance on a cargo at a premium not to exceed 30s. a ton. The broker obtained insurance at 35s. a ton, and a slip was initialed subject to the plaintiff's approval, and the plaintiffs subsequently approved of the insurance. Between the time of initialing the slip and signing the policy the plaintiffs heard of the loss of the vessel containing the cargo, but did not inform the insurer thereof. By the custom of Lloyd's an underwriter who agrees to take a risk at a premium exceeding the limit authorized, subject to approval, binds himself to take it under all circumstances, provided the principal ratifies. *Held*, that the plaintiffs were not bound to communicate their knowledge of said loss to the insurer, and that the insurer was liable.—*Cory v. Patton*, L. R. 9 Q. B. 577.

3. Where a vessel is insured by an owner who is ignorant of her unseaworthiness, the insured is entitled to recover, although the vessel is lost from perils of the sea which would not have destroyed her if she had been seaworthy.—*Dudgeon v. Pembroke*, L. R. 9 Q. B. 581.

See DAMAGES.

INTEREST.—*See* MORTGAGE, 2.

INTERROGATORIES.

Action by executors upon a joint and several promissory note made by the defendants payable to the testator. Plea, payment as to part, and payment into court of the residue. The plaintiffs were allowed to interrogate the defendants as to where, to whom, by whom, and in what manner said part-payment was made.—*Hills v. Wates*, L. R. 9 C. P. 688.

JUDGE'S NOTES.—*See* PRACTICE.

JUDGMENT.—*See* ESTOPPEL ; JURISDICTION.

JURISDICTION.

In an action in England upon a judgment obtained in France the plaintiff's declaration and replication set forth that the defendant was the member of a French company within the jurisdiction of a certain court, and that he was bound by the stipulations in the articles of association, one of which was that every member must elect a domicile at Paris, and that in default thereof election should be made at the office of the procurator of the civil tribunal of the department in which the company's office was situated, and that all process should be validly served at such domicile ; that a contest arose wherein the plaintiff, as assignee of the company, caused a summons directed to the defendant to be delivered for the defendant at the office of said procurator, which by the law of France was the defendant's domicile of election for that purpose ; that said service was regular, &c., and that judgment was recovered against the defendant by default.

Similar replication, but omitting all reference to the articles of association under which the defendant subjected himself to the jurisdiction of the French court. *Held*, that the first replication was good (by AMPHLETT and PIGOTT, BB.,—KELLY, C. B., dissenting) that the second replication was bad.—*Copin v. Adamson*. *Copin v. Strachan*, L. R. 9 Ex. 345.

LACHES.—*See* BOND, 2 ; PARTNERSHIP, 1.

LANDLORD AND TENANT.—*See* COVENANT ; NOTICE TO QUIT.

LEASE.

A. leased certain lands of the owner with a covenant not to underlet without the owner's consent. Subsequently A., with the owner's consent, agreed to underlet a portion of the lands to B., agreeing that the underlease should contain the like provisions, conditions and stipulations, in all respects, as were contained in the lease to A. *Held*, that the underlease should contain a covenant against underletting without the consent of A.—*Williamson v. Williamson*, L. R. 9 Ch. 729 ; s. c. L. R. 17 Eq. 549.

See COVENANT ; NOTICE TO QUIT.

LEGACY.

1. A testatrix gave a specific bequest to "my niece A.," and she gave the residue of her personal property "unto all my nephews