

—A. having been attainted of treason escaped to a foreign country, and there married and had children, and was afterwards executed on the same attainder:—*Held*, first, that the marriage was valid, and the children legitimate. *Held*, secondly, that the descent of property between brothers is immediate, and not through their father; and that the descendants of one of A.'s children could inherit property from the descendants of another notwithstanding A.'s attainder. *Kynnaid v. Leslie*, Law Rep. 1 C. P. 389.

*Shrieff—Escape—Measure of Damages.*—In an action against a sheriff for suffering a judgment debtor to escape, the jury, in estimating the value of the custody, may take into account not only the debtor's own resources, but all reasonable probabilities, founded upon his position in life and surrounding circumstances, that the debt, or any portion of it, would have been discharged if he had remained in custody. Thus, in an action against a sheriff for an escape, it was proved that the debtor, though insolvent, was the only son of a wealthy father, who was upwards of 100 years old; and that, shortly before his arrest, the debtor's solicitor had offered to pay a composition on his debts of 6s. in the £. The judge directed the jury to give as damages the value to the plaintiff of the chance that the debt, or any portion of it, would have been extracted by the debtor's remaining in custody:—*Held*, a right direction; and the jury having given substantial damages the Court refused to disturb the verdict. *Macrae v. Clarke*, Law Rep. 1 C. P. 403.

*Statute of Frauds (29 Car. II., c. 3), s. 17.*—*Memorandum of the bargain.*—A. having sold some cheeses and candles to B., sent him an invoice of the goods. B. returned the invoice with a note, signed by him, on the back to the following effect: "The cheese came to day, but I did not take them in for they were badly crushed. So the candles and cheese is returned:—"*Held*, that the contents of the invoice were sufficiently referred to by the note on the back of it, and that the two together constituted a sufficient memorandum in writing of the bargain to satisfy the Statute of Frauds. *Wilkinson v. Evans*, Law Rep. 1 C. P. 407.

*Marine Insurance—Implied Warranty of Seaworthiness—Landing by Lighters.*—The warranty of seaworthiness which is implied as to the ship in an ordinary policy of marine insurance, does not extend to lighters employed to land the cargo. Therefore, to a declaration on an ordinary policy on goods from Liverpool to Melbourne, "including all risk to and from the ship," the policy to endure until the goods should be discharged and safely landed at Melbourne, alleging damage by perils insured against, a plea—that the damage happened after the goods had been discharged from the ship, and while they were in a lighter for the purpose of being conveyed to the shore, that the lighter was not seaworthy for the purpose, and that the damage was caused solely by such unseaworthiness—affords no defence.—Erle, C. J., remarked: "I think that when the ship is seaworthy at the commencement of the voyage the insurer is responsible for all the ordinary incidents arising in the course of the voyage, and that where, as here, the contract of insurance is upon goods from their shipment until their landing, if one of the ordinary incidents of the voyage is the hiring of local lighters, the insurer must bear the consequences of such local lighters not being qualified to land the goods in safety." *Lane v. Nixon*, Law Rep. 1 C. P. 412.

*Unpaid Vendor—Stoppage in transitu.*—On the 12th of July, 1864, W. sold P. eleven skips of cotton twist, then lying at the defendants' station at S., to be delivered for P. at B. station. Three of the skips were delivered on the 22nd, and paid for; but P., objecting to the weight and quality, declined to take any more of them. On the 17th of August, four more were sent to B. station, and an invoice of the eight was sent to P., with an intimation to him that four had been forwarded, and that the remaining four were lying at S. station waiting his instructions. P. immediately returned the invoice, and wrote to W., saying that he declined to take any more of the twist. On the 1st of September, W. sent an order to S. station, directing the defendants to deliver the remaining four skips to P. These were accordingly forwarded to B. station, and were taken by P.'s carman to his mill, but were immediately returned by P.'s orders; and