injure the plaintiff; and praying for a sale and accounts, &c. Shortly afterward the plaintiff obtained a summons from a police court against the same parties for conspiring to defraud her of her just share in the partnership business. Motion to dismiss proceedings on the summons refused.—*Saull* v. *Browne*, L. R. 10 Ch. 64.

See Copyright; Libel; Mine.

Inspection.—*See* Patent, 1.

Insurable Interest.—*See* Insurance, 1.

Insurance.

1. The plaintiff contracted for the purchase of rice from A. in the following terms. "Feb. 2, 1871. Bought for account of (the plaintiff), of A., the cargo of Rangoon rice per *Sunbeam*, 707 tons register, at 9s. 1½d. per cwt., cost and freight, expected to be March shipment; but contract to be void should vessel not arrive at Rangoon before April, 1871. Payment by sellers' draft on purchasers at six months' sight, with documents attached." The *Sunbeam* was chartered by the sellers' agents. On Feb. 3, 1871, the plaintiff effected insurance with the defendants "at and from Rangoon to any port, &c., by the *Sunbeam*, warranted to sail from Rangoon on or before the 1st of April, on rice, as interest may appear: amount of invoice to be deemed value: average payable on every 500 bags: the said merchandises, &c., are and shall be valued at £5,500, part of £6,000." On the 30th March there were 8,878 bags of rice on board, and 400 more in lighters alongside would have completed the cargo; but the ship sunk at her anchors, and was totally lost with her cargo on this day. After the loss of ship and cargo, and in order to enable the plaintiff to claim on his policy, the captain signed bills of lading for the cargo which had been shipped; and A., the seller, drew bills of exchange for the price of such cargo, which were accepted and met by the plaintiff. The bills of lading were indorsed to the plaintiff. All this was made known to the defendants when the claim was made for insurance. *Held*, that the plaintiff had the option of electing to treat said quantity of rice on the *Sunbeam* as a cargo; and that after the loss he had the same option as before; and that having so elected, the property in the rice passed to him from the moment it was put on board, and the rice was at his risk. Also that the plaintiff had an insurable interest in the rice even if the property did not pass, because h had an existing contract with regard to it from the time of its being on board, by virtue of which he had an expectancy of advantage depending on the safe arrival of the rice. Also, that the policy was a valued policy, the valuation being the amount of the proper invoice, according to contract between the plaintiff and A.—*Anderson* v. *Rice*, L. R. 10 C. P. 68.

2. On the 22nd November, 1871, the plaintiff entered into a charter-party with R., by which the vessel was to proceed from Liverpool to Newport, and there ship a cargo of iron rails for San Francisco, ordinary perils excepted, &c. On the 9th December, the plaintiff effected insurance with the defendants "on chartered freight valued at £2,900, at and from Liverpool to Newport, in tow, while there, and thence to San Francisco," &c. The ship sailed Jan. 2, 1872; and on Jan. 4 took the rocks before arriving at Newport. On Feb. 18, she was got into a place of safety and was got off the rocks March 21. The time necessary for the completion of repairs extended to the end of August. Due notice of abandonment was given, but was not accepted. On the 16th February, 1872, R., without the consent of the plaintiff, chartered another vessel by which he forwarded the rails to San Francisco. The jury found that the time necessary for getting the ship off and repairing her was so long as to make it unreasonable for the charterers to supply the agreed cargo at the end of such time; and that such time was so long as to put an end, in a commercial sense, to the commercial speculation entered upon by the ship-owner and charterer. *Held* (by Bramwell, B.; Blackburn, Mellor, and Lush, JJ., and Amphlett, B.; Cleasby, B., dissenting), that the charterer was absolved from his contract, and that there was, therefore, a loss of the chartered freight by perils of the sea.—*Jackson* v. *Union Marine Insurance Co.*, L. R. 10 C. P. (Ex. Ch.) 125; s. c. L. R. 8 C. P. 572; 8 Am. Law Rev. 288.

3 A proposal for insurance on a vessel was accepted by an insurance company on March 11. On March 17, the plaintiffs learned that the vessel was lost, and the same day sent to the company for a policy in pursuance of the terms of said proposal. The company then for the first time asked the amount of insurance, and inserted in the policy which was accepted by the plaintiffs the warranty, "Hull warranted not insured for more than £2,700 after the 20th March." The vessel was then insured for an additional £500 in an insurance club, by the rules of which ships belonging to members were insured from the 20th March one year to the 20th March the next year, "and so on from year to year, unless ten days' notice to the contrary be given;" and in the absence of notice the managers of the club were to renew each policy on its expiration. *Held*, that the warranty was complied with; and also that the plaintiffs were not bound to communicate information received after March 11th.—*Lishman* v. *Northern Maritime Insurance Co.*, L. R. 10 C. P. (Ex. Ch.) 179; s. c. L. R. 8 C. P. 216; 8 Am. Law Rev. 101.

See Seaworthiness.

Interest.—*See* Eminent Domain.

Joint Ownership.—*See* Trust, 2.

Judgment.—*See* Estoppel.

Jurisdiction,—*See* Libel.

Leasehold.—*See* Legacy, 4.

Legacy.

1. A testatrix, who had money at her banker's on deposit notes which stated that the money was "received to account for on demand," bequeathed "all bonds, promissory