subsequently issued. *Held*, that the deed was not void under 13 Eliz. c. 5, as against the sequestrators.—*Alton* v. *Harrison*, L. R. 4 Ch. 622.

Frauds, Statute of—*See* Specific Performance, 1.

Friendly Society—*See* Benefit Society.

Guarantee.

1. The defendant gave to the plaintiff, a cattle dealer, this guarantee: "50*l.* I, J. M., of, &c., will be answerable for 50*l.* sterling that W. Y., of, &c., butcher, may buy of Mr. J. H., of, &c." It appeared from the circumstances under which the guarantee was given, that the parties contemplated a continuing supply of stock to W. Y. in his trade as a butcher. *Held*, a continuing guarantee to the extent of 50*l.*—*Heffield* v. *Meadows*, L. R. 4 C. P. 595.

2. The following: "In consideration of the Union Bank agreeing to advance and advancing to R. & Co. any sum or sums of money they may require during the next eighteen months, not exceeding in the whole 1000*l.*, we hereby jointly and severally guarantee the payment of any such sum as may be owing to the bank at the expiration of the said period of eighteen months;" is a continuing guarantee.—*Laurie* v. *Scholefield*, L. R. 4 C. P. 622.

Heir and Personal Representative—*See* Tenancy in Common.

Husband and Wife—*See* Curtesy; Desertion; Money Had and Received; Revocation of Will; Wife's Equity.

Illegal Contract—*See* Covenant, 1.

Injunction—*See* Covenant, 1.

Insolvency—*See* Costs; Interest.

Insurance.

1. Trustees under a will agreed to advance to A a sum to which his wife would be entitled at twenty-one, if B. would be surety for repayment of the sum if A.'s wife should die before that age. B. consented, on condition that the wife's life was insured. The sum was advanced, and A. effected an insurance in his wife's name on her own life. *Held*, that as A. was interested in the policy, and his name was not inserted therein, it was void under 14 Geo. III. c. 48, s. 2.—*Evans* v. *Bignold*, L. R. 4 Q. B. 622.

2. Plaintiff obtained insurance from defendant on bone-ash on board his vessel "cleared from A. and port or ports of loading in the province of B.," to port, &c., knowing that the vessel was to load at L., a geographical port in the province of B., but not informing the defendant of the fact. Had the latter known it, he would have charged a higher premium; but underwriters did not then know that L. was a port of loading. Vessels loading at L. had to return to and to clear from A. The vessel and cargo were lost in so returning. *Held*, (1) that L. was a port of loading within the policy; (2) that there was no concealment; (3) that there was no deviation. *Harrower* v. *Hutchinson*, L. R. 4 Q. B. 523.

3. Defendants in London insured the plaintiffs upon gold "in the ship called the *Dutchman*," for a certain voyage, against, *inter alia*, perils of the seas, with the usual suing and laboring clause. The ship was at the time English, but afterwards became a Russian ship, without the knowledge of either plaintiffs or defendants. The ship was wrecked in Turkish waters, and the gold was taken in charge by the Russian consul. By the judgment of his court, which had jurisdiction, the gold was ordered to pay a much larger sum, by way of contribution, than it would have been had the ship remained English. An appeal might have been, but was not, taken, and the sum was paid in order to get back the gold. In an action to recover a part of the sum so paid from the insurers, *held*, (1) that as there was no express warranty that the ship should continue English, none could be implied; (2) that whether the Russian judgment was according to law or not, the compulsory payment was a direct consequence of the wreck, and so was a loss by perils of the seas; (3) that the plaintiffs were not bound to have appealed.—*Dent* v. *Smith*, L. R. 4 Q. B. 414.

4. Insurers agreed that if the plaintiff should be compelled to pay "as damages" for running down any other ship any sum, &c., they would repay him a certain proportion of such sum. The policy also contained the usual suing and laboring clause. Plaintiff successfully defended the action against him for running down another ship. *Held*, that he could not recover the costs of defence from the insurers (Exch. Ch.)—*Xenos* v. *Fox*, L. R. 4 C. P. 665; s. c. L. R. 3 C. P. 630; 3 Am. L. Rev. 701.

See Company, 2; Stamp, 1.

Interest.

In the winding up of an insolvent company, dividends are to be paid on the debts as they stand at the date of the winding up. Subsequent interest is to be allowed only in case of a surplus, when dividends will be applied first to interest then due, and then to principal.—*Warrant Finance Co.'s Case*, L. R. 4 Ch. 643.

See Legacy, 3; Stamp, 2.

Interrogatory—*See* Discovery.