

note or memorandum of a contract for the sale of goods within the [Statute of Frauds, s. 17, the names of the parties to the contract must appear upon the document as such parties.— Spooner, the purchaser from Vandenberg, of goods above the value of £10, signed a document in the following terms:—D. Spooner agrees to buy the whole of the lots of marble purchased by Mr. Vandenberg, now lying at the Lyme Cobb, at 1s per foot’ :—*Held*, (in an action by Vandenberg) that Vandenberg’s name not being mentioned as seller, the document was not a note or memorandum of the contract within the Statute of Frauds, s. 17. Bramwell, B., remarked: “Can the essentials of the contract be collected from this document by means of a fair construction or reasonable intendment? We have come to the conclusion that they cannot, inasmuch as the seller’s name as seller is not mentioned in it, but occurs only as part of the description of the goods.” *Vandenberg v. Spooner*, Law Rep. 1 Ex. 316.

[This decision seems rather doubtful. The words “purchased by Mr. Vandenberg” appear to indicate clearly enough that Vandenberg was the actual owner and vendor. Besides, there was evidence that after Spooner had signed the above memorandum, he wrote out what he alleged to be a copy of it, which was as follows: “Mr. J. Vandenberg agrees to sell to W. D. Spooner the several lots of marble purchased by him, &c.”]

*Sheriff*.—A debtor, whose goods had been seized under a writ of *fi. fa.*, persuaded the officer executing the writ not to advertise the sale, and himself interfered to prevent the issue of the bills; on the day of sale his agent induced the officer to postpone it to a later hour, and on the officer’s proceeding to sell, directed him to sell also for a writ that day lodged with him, and under which he could not otherwise have then sold. In the management of the sale the officer conducted himself negligently in not properly lotting the goods, and they consequently sold at an undervalue:—*Held*, that the above facts did not constitute the officer the agent of the execution debtor, so as to absolve the sheriff from liability for the officer’s negligence in the conduct of the sale. *Wright v. Child*, Law Rep. 1 Ex. 358.

*Permanent Alimony*.—In allotting perma-

nent alimony the Court will take into consideration [the circumstance that the husband is obliged, in order to earn his income, to live in a more expensive place than the wife, and when that is the case will not allow her the usual proportion of such income. (The husband in this case had to go to India. One-quarter was allowed, instead of one-third, the ordinary proportion.) *Louis v. Louis*, Law Rep. 1 P. & D. 230.

#### ADMIRALTY AND ECCLESIASTICAL.

*Expenses incurred by Master*.—A master, while at a foreign port with a homeward bound vessel, incurred expenses in defending himself against a charge of murder maliciously brought by two of the crew, whom he had censured for misconduct. The master was tried and acquitted, and bound over in a sum of £10 to prosecute the men for perjury. He forfeited the £10 in order to return with the vessel to England:—*Held*, on a motion to review the report of the registrar in a suit for disbursements, 1st. That the master was entitled to the expenses of his defence, on the ground that the charge originated directly from the performance of his duty to his owners in chastising the men. And, 2ndly, the Court allowed the £10 forfeit, as it was for the interest of his owners that the master should not be delayed in returning with the vessel. *The James Seddon*, Law Rep. 1 A. & E. 62.

*Salvage—Contract to tow*.—Where the master of a steamer engages to tow a vessel, it is upon the supposition that the wind and weather and the time of performing the service will be what are ordinary at the time of year; but if an unexpected change of weather, or other unforeseen accidents occur, he is bound to adhere to the vessel, and to do all in his power to rescue her from danger; and he will be entitled to reasonable extra remuneration for the extra service. *The White Star*, Law Rep. 1 A. & E. 68.

*Cause of Booty of War—Principles of Distribution*.—In a cause of booty of war, the *onus probandi* lies upon the parties claiming as joint captors as against the actual captors. The Court of Admiralty had no jurisdiction with respect to booty—property captured on land by land forces exclusively—until the passing of 3 and 4 Vict. c. 65, the 22nd sec-