Infant.

An infant gave a promissory note, charging his reversionary interest with its payment, and executed a statutory declaration stating that he was of full age. After attaining twenty-one he mortgaged said reversionary interest. *Held*, that said charge was avoided by the mortgage.—*Inman* v. *Inman*, L. R. 15 Eq. 260.

Influence.—*See* Undue Influence.

Injunction.—*See* Patent, 1; Unconscionable Bargain.

Innkeeper.

In an action for the value of goods stolen from the plaintiff at a hotel, the defendant was the manager of the hotel and the license was in her name, but all the property in the house belonged to a hotel company whose name was printed at the top of customers' bills. *Held*, that the defendant was not liable for the loss.—*Dixon* v. *Birch*, L. R. 8 Ex. 135.

Insanity.

Insanity held to be sickness.—*Burton* v. *Eyden*, L. R. 8 Q. B. 295.

See Will, 7.

Insolvency.—*See* Bankruptcy; Limitation.

Insurance.

1. A vessel was insured at and from L. to the west or southwest coast of Africa during her stay and trade there, and back to a port of call in the United Kingdom; returning at a percentage varing with the period of the risk; the ship being held covered at 138*l*. 4*d*. per month if longer than twelve months out. The vessel when on the African coast remained in a port a month assisting another vessel. *Held*, a deviation.—*Company of African Merchants* v. *British and Foreign Marine Insurance Co.*, L. R. 8 Ex. 155.

2. A proposal for insurance on a vessel was accepted by an insurance company on March 11th. On the 17th March 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 previous insurance, and a warranty was inserted in the policy as to its amount, and the policy was then given to the plaintiff. The jury found that the company accepted the risk on March 11th. *Held*, that the addition of said warranty, which was for the benefit of the company and did not affect the risk, did not postpone the date of the contract until March 17th; and that the plaintiffs were not bound to communicate information received after March 11th.—*Lishman* v. *Northern Maritime Insurance Co.*, L. R. 8 C. P. 216.

3. The owners of a vessel then on a voyage to New Zealand chartered the vessel to M., agreeing that it should proceed to Calcutta, and there, "being tight, staunch, and strong, and every way fitted for the voyage," should carry a cargo provided by M. to London. The owners then insured the freight. The vessel was injured at New Zealand, and the master being unable there to learn the extent of said injuries had some repairs made, and then proceeded to Calcutta. There he learned that the damage sustained justified an abandonment, and notified his owners thereof. The owners on receipt of this information gave the insurers notice of abandonment and claim for total loss. *Held*, that the loss of freight was caused by a perilof the sea; that no notice of abandonment need be given to insurers of freight; and that even if necessary, the notice given as above was not, under the circumstances, too late.—*Rankin* v. *Potter*, L. R. 6 H. L. 83; s. c. L. R. 5 C. B. (Ex. Ch.) 341; L. R. 3 C. P. 562,

Interrogatories.

The plaintiff brought suit to establish a right of common. The defendant filed interrogatories asking the plaintiff to set forth any instance when such right had been enjoyed. *Held*, that the plaintiff was not bound to answer the interrogatories. Either party is entitled to discovery of facts making out his own case, but not of matters supporting his opponent's case.—*Commissioners of Sewers of the City of London* v. *Glasse*, L. R. 15 Eq. 302.

Judgment.—*See* Criminal Law.

Jurisdiction.

On an application of an infant by petition for an allowance for maintenance, the court has jurisdiction to charge the expense of his past and future maintenance upon the *corpus* of an estate to which the infant is entitled in fee.—*In re Howarth*, R. L. 8 Ch. 415.

See Limitations, Statute of; Receiver.

Larceny.

The prisoner was a depositor in a post-office savings-bank in which 11*s*. stood to his credit. Wishing to withdraw 10*s*. he obtained a delivery warrant for that sum, and presented the warrant to the post-office clerk. The clerk referring by mistake to another warrant for £8, placed £8 upon the counter, and the prisoner took the money and went away. *Held*, (by Cockburn, C. J., Bovill, C. J., Kelly, C. B.; Blackburn, Keating, Mellor, Lush, Grove, Denman and Archibald, J. J., and Pigott, B.; Martin, Bramwell, and Cleasby, B. B., and Brett, J., dissenting), that the prisoner was guilty of larceny.—*Regina* v. *Middleton*, L. R. 2 C. C. 38.

Lease.—*See* Discovery, 1.

Legacy.

1. A testatrix bequeathed £500 in trust for E. for life, and in case E. should leave no children at her decease, then the trustees were to divide said sum "amongst the heirs of my late brother J." She made another similar bequest in which the ultimate gift in default of the children of E. was to her nieces; and her residuary estate she bequeathed to "the five youngest children of my late brother J.," naming them. *Held*, that the word "heirs" in the first bequest must, under the