

DIGEST OF ENGLISH REPORTS—GENERAL CORRESPONDENCE.

is returned." *Held*, that the invoice and note constituted a sufficient memorandum to satisfy the Statute of Frauds.—*Wilkinson v. Evans*, Law Rep. 1 C. P. 407.

3. The following memorandum, "A. agrees to buy the marble purchased by B., now lying at L., at 1s. per foot," does not bind A.; because, in a valid memorandum of a contract for sale under the Statute of Frauds, § 17, the names of the parties to the contract must appear as such parties, and B. is not here mentioned as a seller.—*Vandenbergh v. Spooner*, Law Rep. 1 Ex. 316.

FREIGHT.

Goods were shipped on the plaintiff's account under a charter-party between M. and the owner of the vessel, whereby and by the bill of lading they were deliverable to A., "to order or assigns," on payment of freight as per charter-party. The charter-party provided: "The freight to be paid on delivery, less advances in cash; one-half of the freight to be advanced by freighter's acceptance at three months, on signing bills of lading; owner to insure the amount, and deposit with charterer the club policy, and to guarantee same." M. gave his acceptance at three months' date for one-half of the freight to the ship-owner, who indorsed on the bill of lading: "Received on account of the within freight, 300l., as per charter-party." M. indorsed the bill of lading in blank, and forwarded it to the plaintiff at A., who, on the ship's arrival before the expiration of the three months, demanded the goods on payment of the balance of the freight; but the master having learned of the bankruptcy of M., refused to deliver the goods unless a guarantee was given for the payment of the full freight. Such guarantee was given, and the full freight finally paid under protest. *Held*, that the ship-owner had no lien on the cargo for the half-freight represented by M.'s acceptance, and that the plaintiff could recover back the money paid by him.—*Tamvaco v. Simpson*, Law Rep. 1 C. P. 363.

GUARDIAN.

Three applications were made for the guardianship of infants, one for the appointment of H., their maternal grandmother; another for the appointment of A. and B., their paternal aunts, both married women; the third for the appointment of C., a friend of the family. *Held*, discharging an order of Stuart, V. C., appointing B. sole guardian, that, though the discretion of a judge appointing a guardian ought not to be interfered with, except on very strong grounds, yet H. and C. should be appointed

guardians, because (1) the appointment of a married woman to be sole guardian was improper; (2) the vice-chancellor had not approved of A., who was acting with B.; (3) the father had shown great confidence in H., and allowed the children, who had very little intercourse with his relations, to live much with her; and (4) their mother, though she had no power to appoint guardians, had made a will purporting to appoint H. and C. guardians.—*In re Haye* Law Rep. 1 Ch. 387.

HIGHWAY.

A certificate of justices under 5 & 6 Wm. IV. c. 50, § 85, for diverting a highway, is valid though it alleges that a new highway is more commodious, without alleging that it is nearer, and though it states that the old highway "will be" unnecessary when he proposed alterations are completed; and the addition of land to an old highway, so as to widen it and make it more commodious, is a sufficient substitution of a new highway.—*The Queen v. Phillips*, Law Rep. 1 Q. B. 648.

See TURNPIKE.

GENERAL CORRESPONDENCE.

Our Law Reports and Reporters.

TO THE EDITORS OF THE LAW JOURNAL.

GENTLEMEN,—The Benchers having taken the matter of the Law Reporting into their especial care, the profession naturally expected such changes as would conduce to perfecting the system of reporting, ensure promptness in placing the reports in their hands, and leave little, if any, room for complaints or fault-finding. It is to be regretted that such a result has not ensued. Before a Chancery Chamber Reporter was specially appointed by the Society we did receive with moderate promptitude, and with most creditable accuracy, reports of Chamber decisions, edited and conducted by the Chancery Reporter, Mr. Grant, and a most valuable volume such decisions have made. The only complaint then was, that they were not produced with sufficient rapidity—the value of a decision affecting the practice of our courts, is to have it promulgated as quickly as possible.

In consequence of the present arrangement Mr. Grant has ceased to report Chamber decisions, and Mr. Cooper, the gentleman appointed three months since, has not commenced (at any rate the profession have nothing as the result of his labours). The profession