

## DIGEST OF ENGLISH LAW REPORTS.

did not necessarily constitute a promise to pay the debt of another within the Statute of Frauds.—*Lakeman v. Mountstephen*, L. R. 7 H. L. 17.

## GIFT.

B.'s step-mother lived with him and paid £212 per quarter for board and lodging. B. borrowed £1100 of her, and it was agreed that the loan should be repaid by quarterly deductions of £100 from the sum paid for board. Deductions were made accordingly for the first two quarters, after which the step-mother refused to make further deductions, and paid in full quarterly for four years, after which she died, leaving B. her executor. *Held*, that B.'s debt was released at law by his appointment as executor; also that the intention to give B. £900 was completed by her payment of nine instalments of £100 each.—*Strong v. Bird*, L. R. 18 Eq. 315.

HIGHWAY.—See PRINCIPAL AND AGENT.

HUSBAND AND WIFE.—See MARSHALLING ASSETS.

## INJUNCTION.

Where an injunction is sought to restrain an intended act, it must be shown that such act will inevitably, or with very great probability, violate a right of the plaintiff.—*Pattison v. Gilford*, L. R. 18 Eq. 259.

See LICENSE.

INSANITY.—See PARTNERSHIP, 1.

## INSURANCE.

1. Sugars were insured in London for a voyage to Holland. The insurance was "to cover only the risks excepted by the clause 'warranted free from particular average unless the vessel be stranded, sunk, or burnt'; to pay all claims and losses on Dutch terms and according to statement made up by official dispatcheur in Holland." The sugar was already insured in Holland. The vessel carrying the sugar took the ground under circumstances which would amount to a stranding according to English but not according to Dutch law. A statement was made by a dispatcheur in Holland, showing a considerable sum to be due from the insurance company. *Held*, that the English policy must be construed as if it had stood alone, as the Dutch policy was not incorporated in it; but that the insurance company was bound under the policy to pay said sum stated by the dispatcheur to be due.—*Hendricks v. Australasian Insurance Co.*, L. R. 9 C. P. 460.

2. The plaintiff insured silks "at and from Japan and [or] Shanghai to Marseilles and [or] Leghorn and [or] London via Marseilles and [or] Southampton, and whilst remaining there for transit, and in the good ship called the \_\_\_\_\_ steamers or steamer per overland, or via Suez Canal." The perils insured against included arrests, restraints, and detentions of all kinds, prices, and people of what nation, condition, or quality soever, and all other perils, losses, and misfortunes that should come to the detriment of said goods. The policy contained a memorandum

that it was agreed that said goods should be shipped by the M. or certain other steamers only. Goods were never in the ordinary course of business carried to London via Marseilles except by M. steamers which stopped at Marseilles, and the M. Steamer Company always sent such goods overland through France and thence to London, and this was well known among underwriters. Said silks were transmitted by the M. steamers from Shanghai to Marseilles, and thence through France via Paris. In Paris the goods were detained in consequence of the city being besieged and surrounded by the Germans. After the silks had been detained a month the plaintiff gave notice of abandonment to the underwriter. *Held*, that the policy covered the whole journey from Shanghai to London, including the overland transit through France; and that said detention in Paris was in consequence of a "restraint of prices," and that the plaintiff was entitled to abandon and recover as for a total loss.—*Rodocanachi v. Elliott*, L. R. 9 C. P. (Ex. Ch.) 518; s. c. L. R. 8 C. P. 649; 8 Am. Law Rev. 542.

3. A vessel was chartered to D. by a charter-party providing that freight should be paid on unloading and right delivery of cargo at the rate of 42s. per ton on the quantity delivered, and providing further that said freight was to be paid one-half cash on signing bills of lading less four months interest at bank rate, remainder on right delivery of the cargo. The owner insured his freight, and D. insured the cargo at the increased value by prepayment of freight. The vessel was wrecked and half the cargo recovered. The owner claimed from his insurer the unpaid half of his freight. *Held* (by COCKBURN, C. J., MELLOR, J., and AMPLETT, B.,—CLEASBY and POLLOCK, BB., dissenting), that D. was bound to pay the owner half the freight remaining unpaid, and that therefore the insurer was liable only for half the unpaid freight.—*Allison v. Bristol Marine Insurance Co.*, L. R. 9 C. P. (Ex. Ch.) 559.

4. An insurance company in Liverpool employed E. as their agent in London to accept risks and receive premiums there. The plaintiff employed P. to effect insurances on certain rails, and P. prepared a slip which was initiated by E. for said company, and transmitted the same day to Liverpool. The company received the slip and held it for some time, and in the meantime E. received a check payable to the company's order for the amount due the company for premium and stamp duty, and by virtue of his authority E. endorsed the check and received the money. The rails were lost by the perils insured against, and the company refused to execute a stamped policy. *Held*, that no action would lie.—*Fisher v. Liverpool Marine Insurance Co.*, L. R. 9 Q. B. (Ex. Ch. 418; s. c. 8 Q. B. 469; 8 Am. Law Rev. 542.

5. Chartered freight was insured July 12, at and from Montreal to Monte Video. The vessel was then at sea, and was so delayed by perils of the seas that she did not arrive at Montreal until August 30. whereby the ensuing voyage was changed from a summer