days since you and I had a deal for my wool. . . . I shall consider the deal off as you have not completed your part of the contract. yours, B." And on A. asking for a copy of said memorandum, B. wrote, "I beg to enclose a copy of your letter," enclosing a copy of the memorandum. *Held*, that there was sufficient memorandum of the contract signed by B. to satisfy the statute of frauds.—*Buxton* v. *Rust*, L. R. 7 Ex. 1.

See Broker, 2; Landlord and Tenant.

Fraudulent Preference.—*See* Bankruptcy, 3; Surety.

Freehold.—*See* Common.

Freight.—*See* War.

Grant.—*See* Reservation.

Guarantee.—*See* Bankruptcy, 1.

Guardian.—*See* Illegitimate Children.

Husband and Wife.

A wife has no equity to a settlement out of arrears of past income of her leasehold property, which have been duly received by her husband, but retained and accumulated for a particular assignee of the same.—*In re Carr's Trusts*, L. R. 12 Eq. 609.

See Divorce; Equity of Redemption.

Illegitimate Children.

A testator cannot by his will appoint a guardian for his illegitimate children.—*Sleeman* v. *Wilson*, L. R. 13 Eq. 36.

Improvement.—*See* Tenant for Life.

Incumbrance.—*See* Devise, 4.

Infant.

A mother maintained her son before, and for six years after, his majority, but with no intention of making a claim for maintenance. *Held*, that she had no claim for maintaining her son during minority, and that to claim the same for the period since majority, she must show a contract.—*In re Cottrell's Estate*, L. R. 12 Eq. 566.

See Collision; Sale.

Injunction.—*See* Ancient Light.

Injury.—*See* Damages, 2.

Insurance.

1. *The Charlemagne* was insured to Calcutta, and thirty days after arrival, on a valued policy, and at and from Calcutta by the same underwriters on a second valued policy. The vessel was damaged before arrival, was partially repaired before the expiration of thirty days, and thereafter, and when the second policy had attached, was totally destroyed by fire. *Held*, that the owners were entitled to recover under the first policy such sum as said repairs would have cost if they had been completed; and under the second policy the whole amount of the valuation therein.—*Lidgett* v. *Secretan*, L. R. 6 C. P. 616.

2. The defendant was insured on merchandise, "the assured's own, in trust, or on commission, for which he is responsible." He bought tea in warehouse, and sold it while there, and was paid, but had not indorsed over the warrant for delivery, when the tea was destroyed by fire. *Held*, that the property in the tea having passed to the purchaser, the tea was not covered by the policy.—*North British Insurance Co.* v. *Moffatt*, L. R. 7 C. P. 25.

3. In accordance with the rules of Lloyd's the ship *Annie* was classed in 1865 as A 1 for seven years. In order to retain this position a vessel must undergo a half-time survey; if the result is satisfactory, the letters "H. T." are placed opposite her name in Lloyd's book, but the time for such half-time survey is not in all cases strictly observed. Copies of the books in the hands of subscribers are corrected weekly. In October, 1869, the owner of said vessel was notified that it was time for the half-time survey, and he replied that he had decided not to continue his vessel in Lloyd's book. The owner applied for insurance in the above month to the defendant, who, having a copy of Lloyd's book, in which said *Annie* stood A 1 for seven years from 1865, asked if the *Annie* therein mentioned was his vessel, and was told it was. Said vessel was initialed for insurance November 15, and a policy made out December 1, 1869; she was struck from Lloyd's book November 16, and the plaintiff was notified thereof November 17, and the vessel was lost December 31. It was left to the jury to determine among other things whether the plaintiff's resolve not to continue his vessel on Lloyd's and his reply to that effect, was a material fact, and the jury found in the negative. *Held*, (by Mellor, Lush, and Hannen, JJ.), that the case was properly left with the jury. By Cockburn, C. J., dissenting, that though the case was properly not withdrawn from the jury, the facts showed a material concealment, and that the case should be sent down for a new trial.—*Gandy* v. *Adelaide Insurance Co.*, L. R. 6 Q. B. 746.

Joint Tenancy.

A gift to "all and every her child and children, and his, her, and their executors, administrators, and assigns, for his, her, and their own absolute use and benefit," *held* to create a joint tenancy.—*Morgan* v. *Britten*, L. R. 13 Eq. 28.

See Adverse Possession; Bequest, 6, 11; Devise, 3; Trust, 1.