Digest of the English Law Reports.

Infant.

B., being of full age, promised to pay, "as a debt of honour," a debt contracted when under age. Such a promise is not a "ratification of the contract made during infancy," as a "debt of honour" cannot be enforced at law.—*Maccord* v. *Osborne*, 1 C. P. D. 569.

Inspection of Documents.

Letters written and sent for the confidential and private information of the solicitor of a party in a future suit, and having reference to the subject-matter thereof, are not privileged. But if they are written in reply to the application of such solicitor, with a view to using the information so obtained in the suit, the case is otherwise.—*M'Corquodale* v. *Bell*, 1 C. P. D. 471.

Insufficient Assets.—*See* Residuary Legatee.

Insurance.

D. became owner of a vessel in December, 1868, and the plaintiff equitable mortgagee. D. applied for insurance on the vessel in the defendant company in January, 1869, ordering the policy made in plaintiff's name, and sent to him. The policy, in the usual form, was made in the name of D., but sent to plaintiff. D. did not inform the defendant company that plaintiff was equitable mortgagee. In the policy, *inter alia*, was this: "This is to certify that Mr. D., as ship's-husband for the H., whereof is master at the present time D., has this day paid £17 10*s.* for insurance . . . on said vessel." In January, 1870, while the vessel was on a voyage, plaintiff took out a policy like the preceding, but in his own name as ship's-husband. In March, 1870, plaintiff, on application of the defendant company, paid the yearly assessment for losses, and received a receipt therefor as husband of the said vessel. In October, 1870, he paid another. In May, 1870, D. transferred the vessel to the plaintiff, who became registered owner. The defendant company had no notice of this. Later, D. put in a claim for the loss of an anchor. In November, 1870, the vessel was lost, and in December plaintiff put in a claim for the insurance. In January, on request of the company, D. attended a meeting of the directors to consider the claim. After his withdrawal they resolved that there was no claim. In April, 1871, another meeting was held, which came to a similar resolution; but D. was not notified, and the plaintiff had no notice of either meeting. Neither D. nor the plaintiff had signed, or been asked to sign, the articles. The company was a limited mutual insurance company. Every person insuring a ship in the company was a member, provided he signed the articles. The directors were to manage the affairs of, and act fully for, the company, with full power to settle disputes between members and the company; and no member could bring suit against the company, except as thus provided. If any member sold his ship, the new owner was to have no claim upon the company for loss. In case of loss, the directors were to summon the owner, master, or crew, as they saw fit, and make enquiry as to the loss. *Held*, reversing decision of the Queen's Bench, that the plaintiff could recover. (Archibald, J., and Pollock, B., dissenting.)—*Edwards* v. *The Aberayron Mutual Ship Insurance Society*, 1 Q. B. D. 563.

Joint Debtor.

The defendants, R. and H., who were partners, had been in the habit of consigning goods through the plaintiffs to B. and S. for sale, the proceeds to be remitted by B. and S. to the plaintiffs. By an agreement in writing between plaintiffs and R. and H., these remittances were to be held to pay any advances made by plaintiffs on account of R. and H.; and the balance was to be sent to R. and H. The practice was for the defendants to draw on the plaintiffs, who accepted the drafts; and the defendants discounted their acceptances. In case the goods were not sold in season for the acceptances to be met, the defendants made a new draft, which the plaintiffs accepted. Thus the plaintiffs got new funds to meet the old acceptances, and the defendants got further time. This course continued for five years, at the end of which time R. and H. dissolved partnership. At that time there were goods in the hands of B. and S. for sale, and the plaintiffs had, on the security of them, accepted R. and H.'s drafts. H. went on with the business, and drew new drafts in the same manner, in the name of "R. and H., in liquidation." A year after the dissolution, H. informed plaintiffs that R. had withdrawn, and that he (H.) would go on with the business. Plaintiffs afterwards accepted R.'s drafts in the manner above described, by the discount of which they were saved cash advances. The action was brought partly for advances which had been renewed by "R. and H., in liquidation," partly for advances which had been renewed by H.'s draft alone, accepted by plaintiffs. *Held*, that the plaintiffs had a right to treat both H. and R. as principal debtors, and that R. was not discharged by the extension of time given H. in pursuance of the practice of the parties.—*Swire et al.* v. *Redman & Holt*, 1 Q. B. D. 536.

Laches.—*See* Estoppel.

Lease.

The *habendum* of a lease stated the term as 94¼ years, the *reddendum*, as 91¼. The counterpart of the lease signed by the lessee had 91¼ in both parts. *Held* that the *habendum* must control the *reddendum* in the lease itself, and that the counterpart must be made to follow the lease, and that the term was therefore 94¼ years.—*Burchell* v. *Clark*, 1 C. P. D. 602.

Liability of Master. *See* Collision, 2.

Liability of Ship-Owner.—*See* Bill of Lading.

Lien.—*See* Vendor's Lien.