

caused the hull and outfit to be sold to one K. The underwriters afterwards notified the ship's husband that the vessel was not a total loss and requested him to pay the charges and take possession. He paid no attention to the notice, and K. took the vessel to a port in Maine, U. S., and attempted to repair her, and he afterwards caused her to be libelled for salvage in a United States court, and sold. R., owner of eight shares which had not been insured, brought an action against the underwriters for conversion of her interest.

Held, affirming the decision of the Supreme Court of New Brunswick, that the conduct of the ship's husband, who was agent for R. in respect of the vessel, precluded the latter from bringing such action; that by his notice of abandonment the underwriters became joint owners with R. of the vessel; that they had not sold the vessel so as to deprive R. of her beneficial interest in her nor to destroy her; that the ship's husband might have taken possession before the vessel was libelled; and that R. was not deprived of her interest by any action of the underwriters but by the decree of the court under which she was sold for salvage.

Appeal dismissed with costs.

McLeod, Q.C., for the appellants.

Weldon, Q.C., and *Palmer, Q.C.*, for the respondents.

CROWN CASE RESERVED.

LONDON, July 28, 1894.

REGINA v. SILVERLOCK. (29 L.J.)

Coram Lord Russell, C.J., Mathew, J., Day, J., Williams, J., and Kennedy, J.

*Criminal Law—False Pretences—Sufficiency of Indictment—
Opinion upon Handwriting—Admissibility of Evidence.*

Case stated by the chairman of the Worcestershire Quarter Sessions.

The prisoner was indicted for false pretences. No objection was made to the first count of the indictment. The second count alleged that the prisoner, 'by inserting and causing to be