Infant.

A., the mother of a child five weeks old, and B., put the child into a hamper, wrapped up in a shawl, and packed with shavings and cotton wool. A then, with the connivance of B, took the hamper to M., four or five miles off, and gave it to the clerk of a railway station there, told him to be very careful of it, and to send it to C., by the next train, which would leave in ten minutes, and paid for the carriage. A. did not tell the clerk the contents of the hamper, which was addressed to C. "with care; to be delivered immediately." The train left M. at 7.45 P.M., and the hamper was delivered to C. at 8 40 P.M. The child died three weeks afterwards from other causes. *Held* (by a majority of the fifteen judges), that A. and B. were properly convicted of "abandoning and exposing" the child, "whereby the life of the said child was endangered," under 24 & 25 Vic. c. 100, sec. 27.—*The Queen* v. *Falkingham*, L. R. 1 C. C. 222.

Injunction.

1. Plaintiff had an established business in Pall Mall, under the name of the "Guinea Coal Company." In March, 1869, defendant set up a business under the name of "Pall Mall Guinea Coal Company," in the Strand, and in August moved into Pall Mall. Nov. 24, plaintiff, finding that his customers were misled, filed a bill to restrain defendant from using any name which was a colorable imitation of his own. An injunction against the use of the name "Pall Mall Guinea Coal Company," in Pall Mall, was upheld to prevent a fraud on the plaintiff, although there were other Guinea coal companies. There had been no undue delay. *Semble*, if it had been proved, as alleged, that plaintiff was wont to sell short weight or inferior coal under a good name, the injunction would have been refused.—*Lee* v. *Haley*, L. R. 5 Ch. 155.

2. After a decree for sale in a partition suit, a defendant who occupied the property proposed to sell the hay and turnips from off the land. This was contrary to the custom of the country as between landlord and tenant, but the defendant was not in that relation. An injunction was refused. The proposed act was no tort.—*Bailey* v. *Hobson*, L. R. 5 Ch. 180.

See Ancient Lights; Copyright; Restraint of Trade.

Insanity.—*See* Husband and Wife, 2.

Insolvency.—*See* Winding Up.

Inspection of Documents.

L., in a suit against his former partners, obtained an order for production of the books, with leave to inspect. L. became bankrupt, and B., his assignee, revived the suit, and applied for the benefit of the order. The books were very voluminous, and the accounts were kept in Indian currency. *Held*, that B. might have the benefit of the order, and take in L. as accountant. Later, it was further *held* that L., if accompanied by a duly authorised clerk of B's solicitors' firm, was at liberty to inspect.—*Lindsay* v. *Galdstone*, L. R. 9 Eq. 132.

See Costs, 3; Privileged Communication; Vendor and Purchaser of Real Estate.

Insurance.

1. The plaintiff chartered his ship Z., now at A., for a voyage from B. to C; the ship to be at B. by a certain date, or the charterer to have the option of declaring the charter void Afterwards plaintiff effected an insurance upon Z., from A. to B, and thence to C., on freight chartered or otherwise, with liberty to sail to, &c., any ports whatsoever, without prejudice. The ship sailed from A., in ballast, for B., but suffered a constructive total loss before getting there. *Held*, that the interest in the freight on the charter from B. to C. had attached, although the plaintiff was not bound to have sailed direct from A. to B. had he chosen otherwise.—*Barber* v. *Fleming*, L. R. 5 Q. B. 59.

2. A vessel previously chartered for a voyage from A. to B. was chartered to proceed on her present voyage to B., and having discharged her cargo there, to go to C. for rice, and thence, &c. Insurance was obtained "at and from" B. to rice ports, and thence, &c., on chartered freight. The vessel was lost at B. before the cargo of the voyage thither was discharged. *Held*, that the assured could recover on the policy. (Exch. Ch.)—*Foley* v. *United Fire & Marine Insurance Co.*, L. R. 5 C. P. 155.

3. The risk in a policy on a ship was described in writing to be "at and from L. to C, and for thirty days after arrival," and then followed the usual printed words "upon the said ship, &c., until she hath moored at anchor twenty-four hours in good safety." The vessel arrived at C. so damaged as to require constant pumping to keep her afloat, and with her steering apparatus badly out of gear. The currents, &c, at C. are dangerous, especially to vessels with steering apparatus out of order. The vessel was securely moored Oct. 28. Her cargo was safely unloaded by Nov. 8, and the water became entirely under