

DIGEST OF ENGLISH LAW REPORTS.

in the will and took under the devise.—*Hill v. Crook*, L. R. 6 H. L. 265: s. c. L. R. 6 Ch. 311; 6 Am. Law Rev. 91.

See DEVISE, 5; SETTLEMENT, 1.

INDENTURE.—See AMALGAMATION.

INFANT.—See COMPANY, 5.

INJUNCTION.

By the terms of a contract whereby the defendant agreed to furnish the plaintiff's house, the defendant was to obtain an architect's approval in writing before any money was payable. The defendant brought an action at law for a larger sum than the architect approved, and the plaintiff brought this bill to restrain the action. *Held*, that there was a good defence at law to the action, and no equity to sustain the bill.—*Baron de Worms, v. Mellier*, L. R. 16 Eq. 554.

*See ARBITRATION, 1; COMPANY, 3; JURISDICTION; TRADE-MARK.

INSOLVENCY.—See LEGACY, 5; LIEN, 2.

INSURANCE.

1. The A. Insurance Company sold its business to the B. Insurance Company in October, 1868, the B. company to undertake the liabilities upon existing policies, and, if required, to issue new policies in exchange. The A. company was to be wound up voluntarily, and its assets were to be collected by the B. company and distributed among the creditors of the A. company. E., the assignee of a policy in the A. company on the life of another party, after the date of said sale paid the annual premium to the A. company, who received the same as agent of the B. company, as authorized by the latter. On December 31, E. sent the policy to the B. company for endorsement, and on Jan. 21, 1869, the insured died. In March, the B. company resolved to pay E.'s claim, and a memorandum under seal was endorsed on the policy, declaring that the capital of the B. company should alone be liable for the sum insured by the policy, and that E.'s claim was admitted payable. In June, the B. company cancelled the contract of sale of October, 1868, in consequence of the A. company having failed to comply with its terms, and in November an order was made for winding up the B. company. *Held*, that there was a good consideration for said memorandum, and a complete novation of said contract of insurance, and that E. was entitled to recover from the B. company the sum due under the policy.—*In re United Ports and General Insurance Co., Evans' Claim*, L. R. 16 Eq. 354.

2. The plaintiffs, cotton brokers in London, received advice from B. that he had shipped cotton to them and had drawn upon them at six months' sight for £3000 on account of that shipment, and the plaintiffs (according to their custom) declared the cotton valued at £5000 upon an open policy "as well in their own names as for and in the name or names of all and every person or persons to whom the same doth, may, or shall appertain in part or in all" with the defendant, May 23, intending to insure B. and

themselves. The plaintiffs accepted the bills "against shipping documents" for said cotton May 21. The cotton was lost at sea June 11. The plaintiffs afterward paid said bills and received the bills of lading for said cotton. *Held*, that the plaintiffs were entitled to recover said £3000, being the amount of their advances; and *held* (by BOVILL, C. J., and DENMAN, J.), that the plaintiffs were entitled to recover said £5000, being the whole amount insured. (KEATING and BRETT, JJ., *contra*).—*Ellsworth v. Alliance Marine Insurance Co.*, L. R. 8 C. P. 596.

3. 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 kings, princes, and people of what nation, condition or quality soever, and all other perils, losses, and misfortunes that shall 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 the 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 princes," and that the plaintiff was entitled to abandon and recover as for a total loss.—*Rodocanachi v. Elliott*, L. R. 8 C. P. 649.

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 insurance for him, 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 cheque payable to the company's order for the amount due the company for premium and stamp duty, and by virtue of his authority indorsed the cheque and received the money. The goods insured were lost by the perils insured against, and the company refused to execute a policy. *Held* (by QUAIN and ARCHIBALD, J. J.), that no action would lie; (by BLACKBURN, J.) that accepting the initial slip amounted to a contract to either properly and diligently prepare a policy, or to return the slip, and without delay inform the plaintiff