tered a cyclone, and was so strained that the engine had to be kept constantly pumping; in consequence of which, when the supply of coal had nearly given out, the master cut up extra spars and mixed them with the coal, enabling the engine to keep working until an extra supply of coal was obtained. There was no sudden emergency, rendering the use of spars necessary, but without working the engine the vessel would have sunk. *Held* (by Kelly, C. B., Bramwell, B.; Martin and Cleasby *contra*), that there was an emergency sufficiently imminent to render the destruction of the spars a case for general average. Also (by the whole court), that there was no case for contribution in respect to the extra coal.—*Harrison* v. *Bank of Australia*, L. R. 7 Ex. 39.

Good-will.

The defendant, who had sold the good-will of a business to the plaintiff, began business again, giving out that the same was a continuation of his former business, and soliciting his former customers for orders. *Held*, that the defendant was entitled to publish any advertisement or circular to the world at large announcing that he was carrying on said business, but was not entitled by private letter, or by a visit, or by his agent, to solicit a customer of the old firm to transfer his custom to him, the new firm.—*Labouchere* v. *Dawson*, L. R. 13 Eq. 322.

House.—*See* Building.

Husband and Wife.

J. desired to obtain money to pay a certain debt, and J.'s wife desired money to repair certain property of her own. By advice of a solicitor, the defendant, an advance payable by instalments was procured on a mortgage of the wife's separate property, executed by husband and wife, and upon two policies of insurance on the life of J. and his wife respectively. In said mortgage the husband covenanted for repayment of the loan to the mortgagees. The defendant, under written authority of J. and his wife, received the first instalment and paid said debt of J., and claimed to retain the balance in his hands in satisfaction of a debt due from the husband for professional charges for business before done. *Held*, that said advance was raised in part to pay said debt of J., and the remainder for the separate use of the wife, and that the money advanced had not been reduced to possession by J. The defendant, therefore, had no right to retain the same.—*Jones* v. *Cuthbertson*, L. R. 7 Q. B. 218.

See Slander.

Indecent Assault.—*See* Evidence, 1.

Indictment.—*See* Evidence, 2.

Injunction.

An injunction to restrain a railway company from running trains over land ordered to be sold in satisfaction of a lien was refused.—*Lysett* v. *Stafford and Uttoxeter Railway Co.*, L. R. 13 Eq. 261.

See Patent.

Insurance.

1. Action on a policy of insurance on a voyage, touching at a certain port. The master of the vessel had written of said port, "It is considered by the pilot here as a good and safe anchorage, and well sheltered. I have been out and seen the place, and consider it quite safe;" and the insured showed the letter to the insurer. Both insured and insurer were ignorant of the character of the port. The conduct of the insured and said master was *bonâ fide*. In fact, said port was dangerous during "the hurricane months," and the vessel was there destroyed by a storm. *Held*, that the statements in said letter being only of matter of opinion, there was no misrepresentation.—*Anderson* v. *Pacific Fire and Marine Insurance Co.*, L. R. 7 C. P. 65.

2 The plaintiffs, who were lightermen on the Thames, effected a policy for the sum of £2,000, "to cover and include all losses, damages and accidents amounting to £20 and upwards, in each craft, to goods carried by [the plaintiffs] as lightermen, or delivered to them to be waterborne, either in their own or other craft, and from which losses, damages and accidents [the plaintiffs] may be liable or responsible to the owners thereof, or others interested." This policy was subscribed by different underwriters, the defendant underwriting for £100. Goods were lost to the value of £1,100, the total value of the plaintiffs' risks covered by the policy being £20,000. The defendant contended that he was only liable for such a proportion of the loss as 100 bore to 2000. *Held*, that the plaintiffs were entitled to be indemnified for the loss actually sustained, viz., £1,100, and to recover £55 from the defendant as his proportion of the loss.—*Joyce* v. *Kennard*, L. R. 7 Q. B. 78.

3. An insurance company made a memorandum of the terms upon which a policy was to be issued to the plaintiff, which, though not enforceable at law or equity, is, according to the customs of insurers, the complete and final contract. After making the memorandum, and before a policy was made out, material facts came to the knowledge of the plaintiff, and were not disclosed by him. *Held*, that the