

DIGEST OF ENGLISH LAW REPORTS—GENERAL CORRESPONDENCE.

riage.—*Fitzgerald v. Fitzgerald*, Law Rep. 2 P. C. 83.

3. The defendant received money for the use of a married woman, and he wrote to her that he held the money at her disposal. The woman's husband survived her, and died, never having interfered as to the money. *Held*, that the wife's representative, and not the husband's, was the proper party to sue for the money.—*Fleet v. Perrins*, Law Rep. 3 Q. B. 536.

See DESERTION; DIVORCE; MARRIAGE SETTLEMENT; POWER, 1, 3.

INCOME—*See* APPORTIONMENT.

INJUNCTION—*See* RAILWAY, 2; WAY, 2.

INSURANCE.

1. The owner of a vessel chartered to sail from A. to B. with cargo, and there discharge, thence to proceed to C., load cargo, and proceed to D., insured the chartered freight to be earned on the voyage from C. to D., but only against perils incurred on the voyage from A. to B. The vessel, on the voyage to B., recived such injuries as would have justified abandonment or sale at B., but neither took place within a reasonable time, and the owner partially repaired the vessel at B., and sailed it to B., where it was destroyed. No notice of the abandonment of the freight was given in a reasonable time. *Held*, that there was neither an actual nor a constructive loss of the freight within the policy.—*Potter v. Rankin*, Law Rep. 3 C. P. 562.

2. Cotton of different owners was shipped in bales, specifically marked at M. for L. Forty-three bales belonged to the plaintiffs, and were insured by the defendants against the usual perils. The ship was wrecked near Key West, some of the cotton was lost, and all was damaged,—some so much so that it had to be sold at Key West. The rest was brought in another vessel to L. The marks on many of the bales were so obliterated by sea-water that none of the cotton lost or sold at Key West, and a part only of that brought to L., could be identified. Two only of the plaintiffs' bales were identified, and these were delivered to them. *Held*, that, in respect to the cotton lost and that sold at Key West, there was a total loss of a part of each owner's cotton, and that all the owners became tenants in common of the cotton which arrived at L. and could not be identified: the share of each owner's loss in the cotton totally lost or sold, and his share in the remainder which arrived at L., being in the proportion that the quantity shipped by him bore to the whole quantity shipped; and therefore that there was neither an actual nor

constructive total loss of the plaintiffs' forty-one bales.—*Spence v. Union Marine Insurance Co.*, Law Rep. 3 C. P. 427.

See GENERAL AVERAGE; STOPPAGE IN TRANSITU.

INTERROGATORIES.

1. An office copy of answers to interrogatories made in a former suit by a party to an action is admissible in evidence against him, without putting in the interrogatories, or proving the party's signature to the original answers.—*Fleet v. Perrins*, Law Rep. 3 Q. B. 536.

2. In an action for malicious arrest against a municipal corporation, the plaintiff was allowed (*MARTIN, B., dubitante*) to interrogate the town clerk whether he caused the plaintiff to be arrested. *Semble*, that any interrogatory may be put which is material, *bona fide*, and not scandalous, and any objection to answering is to be taken at the stage of answering, and under the oath of the interrogated party.—*McFadden v. Mayor, &c., of Liverpool*, Law Rep. 3 Ex. 279.

JOINT AND SEPARATE DEBT—*See* DISCHARGE.

GENERAL CORRESPONDENCE.

The right of Attornies to fees in Division Courts.

TO THE EDITORS OF THE CANADA LAW JOURNAL.

GENTLEMEN,—A correspondent signing himself "J. T." in your January number, has undertaken to explain away, and give the particulars of one of the cases tried in a Division Court, before a certain County Judge, as detailed by me in your December number, 1868. Your correspondent apparently knows nothing of the facts of the case alluded to by him,—if he does he mistakes them.

It is true, as he says, that I had been retained to attend to a suit before the judge in question at a country town, but I made no allusion to that suit, for my bill of costs had no relation to the first retainer or business done therein, which had ended and been paid for before the second retainer. The retainer on which I brought my suit was given afterwards, a written one, not ambiguous at all, and the judge founded his judgment upon it, as he said at the time, not upon any other evidence. All my evidence before the judge was written evidence and could not be misunderstood. In my letter I had no intention to accuse and did not accuse the judge of any improper motive. I