

Held, that the plaintiffs, suing alone, had no *locus standi* to maintain the action.—*Brown et al. v. Grove et al.*, 311.

2. Fraudulent preference—Sale to defeat creditors—Setting aside—Seduction—Judgment creditor.—

A person knowing that a claim was to be made against him by the father of a young woman for her seduction, some six days before the writ issued therefor, arranged with his brother, who was aware of all the facts, to sell out to him his estate, receiving for himself \$150, the balance to be applied to payment of his liabilities, the intention being not to acknowledge or treat the claim for seduction as a liability. The action for seduction was proceeded with and judgment recovered thereon:

Held, that the father having a cause of action at the time of the transfer, was a person who might become a creditor within the meaning of the statute; and having become a judgment creditor, the sale having been made with intent to defeat his claim, must be set aside.

Barling v. Bishopp, 29 Beav. 417, followed.

Ex parte Mercer, 17 Q. B. D. 290, distinguished.—*Cameron v. Cusack*, 520.

BILLS OF EXCHANGE AND PROMISSORY NOTES.

Notes as collateral security—Duties of holder—Laches of creditor—Release of principal debtor—Necessity of proving actual injury.—Where promissory notes of third persons were transferred by the defendant without endorsement as collateral security for a debt due by him to the plaintiff, who now sued

the defendant for the amount of the debt, and the defendant raised the objection that the plaintiff had been guilty of laches in proceeding for payment of the collateral notes, and that he had not notified the defendant of their non-payment:—

Held, that if the defendant had been injured by such laches or want of notice, and to the extent to which he had been injured, he should be exonerated from payment, but not otherwise; and that the trial Judge had pushed the law too far against the plaintiff in holding that having found the laches and want of notice as a matter of fact, it was a conclusion of law that detriment had followed to the defendant. *Ryan v. McConnell*, 409.

See GIFT, 2—LIMITATIONS, STATUTE OF, 1.

BILLS OF SALE AND CHATTEL MORTGAGES.

See BANKRUPTCY AND INSOLVENCY, 1.

BONDS.

See RAILWAYS AND RAILWAY COMPANIES, 2.

BONUS.

See MUNICIPAL CORPORATIONS, 2.

BUSINESS.

See ASSESSMENT AND TAXES, 1—WILL, 9.