

DIGEST OF THE ENGLISH LAW REPORTS,

Local Legislature. I therefore, in accordance with these views which I have just imperfectly expressed, have thought it right to enter a verdict for the plaintiff, and I think he should have a certificate to entitle him to full costs.

Verdict for plaintiff.

DIGEST.

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FOR MAY, JUNE, AND JULY, 1876.

From the American Law Review.

ACCOUNT.—See EVIDENCE; PARTNERSHIP;
SOLICITOR AND CLIENT.

ACTION.—See EVIDENCE; HUSBAND AND WIFE.

AGENCY.—See BILLS AND NOTES; LIEN, 2;
NEGLIGENCE, 2.

AGREEMENT.—See CONTRACT.

ALTERATION OF CONTRACT.—See CONTRACT.

ALTERATION OF INSTRUMENTS.—See CHECK.

ANSWER.—See PLEADING.

APPROPRIATION OF PAYMENTS.—See BILLS AND
NOTES.

ASSAULT.—See HUSBAND AND WIFE.

AVERAGE.—See LIEN, 2.

BANK.—See CHECK.

BANKRUPTCY.

1. The Divorce Court ordered M. to pay £5,000 to O. on the latter's undertaking to pay the same into the registry, to abide the further order of the court. M. did not pay the money, and O. filed a petition for adjudication in bankruptcy against M. *Held*, that there was no good petitioning creditor's debt.—*Ex parte Muirhead. In re Muirhead*, 2 Ch. D. 22.

2. Action for breach of an agreement, whereby the defendants agreed, in consideration of the plaintiff transferring and disclosing to them all his property upon trust for all the plaintiff's creditors, to repay to the plaintiff £50 upon realization of the plaintiff's property. *Held*, that said agreement was void, being a fraud upon the plaintiff's creditors.—*Blacklock v. Dobie*, 1 C.P.D. 265.

3. A partner in a firm died; and by the partnership articles, his share was to be paid out by instalments extending over a period of fourteen years. Before they were paid, the firm became bankrupt. *Held*, that the amount due the estate of the deceased partner could not be proved in bankruptcy against the firm.—*Nanson v. Gordon*, 1 App. Cas. 195.

See FRAUDULENT TRANSFER; SURETY.

BEQUEST.—See CY-PRES; DEVISE; ELECTION;
LEGACY; MARRIAGE, RESTRAINT OF.

BILL IN EQUITY.

A bill of discovery to obtain inspection of documents in the defendant's possession cannot be maintained in England if in aid of proceedings about to be taken for the recovery of land in India.—*Reiner v. Marquis of Salisbury*, 2 Ch. D. 378.

BILL OF LADING.—See BILLS AND NOTES.

BILLS AND NOTES.

A. in England employed B. in South America to purchase goods for him. The course of business was as follows: B. raised funds to purchase goods by drawing bills on A. and selling them; B. with the proceeds purchased goods and shipped them to Liverpool, and sent the bills of lading and invoices of the goods by post direct to A.; in his accounts, B. credited A. with the bills, and charged him with the cost of the goods and with commission; and in his letters he directed A. to place the price of the goods to his credit, and the bills to his debit. Both A. and B. became bankrupt. At the time A. became bankrupt, goods were in transit to Liverpool; and some of the bills out of the proceeds of which the goods had been bought had been accepted, and others were presented to A. after his bankruptcy and not accepted. The goods arrived, and were taken possession of by A.'s trustee in bankruptcy. The holders of the bills claimed to have the proceeds of the goods appropriated to the payment of the accepted and also of the unaccepted bills. *Held*, that holders of the bills had no right to have the proceeds of said goods specifically appropriated to their bills. The property in the goods passed to A., subject to B.'s right of stoppage *in transitu*; it did not revert in B. on A.'s failure to accept some of said bills; and there was no evidence of an agreement by virtue of which B. had a charge upon the goods in the hands of A., and a right to have them applied in taking up the bills.—*Ex parte Banner. In re Tappenbeck*, 2 Ch. D. 278.

See BOND; CHECK.

BOND.

A New York company sold its bonds there, and parted with its interest in them, and control over them. The bonds on which the name of the payee was left blank were then sent to England, and there advertised and sold by the New York purchaser's agents. *Held*, that the bonds were "issued" in England.—*Grenfell v. Commissioners of Inland Revenue*, 1 Ex. D. 242.

See SURETY.

CARRIER.

By statute, a common carrier is not liable for injury to pictures which shall have been delivered either to be carried for hire, or to accompany the person of any passenger, when the value of the pictures exceeds £10, unless the pictures are declared and an increased charge made. It was *held* that the common carriers are protected by this statute, although the injury occurred after the pictures