would entitle the bankers, Lambton & Co., to recover it back: see *Chambers* v. *Miller* (*ubi supra*).

It is necessary for the defendants to go so far as to maintain that the stating of the account between Messrs. Lambton and the Bank of England, the drawing by Lambton & Co. of a cheque on the Bank of England for the amount, and giving it to the Bank of England, and the placing of that cheque on the Bank of England to the debit of Messrs. Lambton as if they—the Bank of England—had honoured it, were all merely *pro forma* transactions subject to revocation at the pleasure of Lambton & Co., provided they gave notice of that revocation before four o'clock. We cannot think that the statement in paragraph 10 justifies us in coming to that conclusion.

The matter may therefore be shortly put thus: the bill having been presented by the defendants at Lambton & Co.'s, a cheque on the defendants themselves was given by Lambton & Co., who had funds in defendants' hands to cover the amount. Thereupon, unless the giving the cheque was provisional, and subject to ratification on going over the accounts later in the day, it became the duty of the defendants at once to transfer the amount of the bill from the account of Lambton & Co. to that of the plaintiff; and this they in fact did. Such a transaction might no doubt, by arrangement between the bankers, be provisional only and subject to be set aside; but it is for the defendants to show that such an arrangement existed, in order to divest the transaction of what would otherwise be its necessary effect. This the defendants have failed to do, and our judgment must therefore be for the plaintiff.

*Judgment for the plaintiff.*

## DIGEST.

### DIGEST OF ENGLISH LAW REPORTS.

FOR MAY, JUNE, AND JULY.

*(Continued from page 281.)*

Abandonment.—*See* Criminal Law, 1.

Acceptance.—*See* Bills and Notes, 2; Contract, 2.

Account.—*See* Patent, 5.

Action.—*See* Executors and Administrators, 3, 4.

Adjudication.—*See* Bankruptcy, 2.

Administration.—*See* Executors and Administrators.

Admiralty.—*See* Maritime Lien.

Adverse Possession.—*See* Bailment; Evidence.

Affidavit.—*See* Libel.

Age.

Devise to two daughters absolutely, if they had no children; otherwise, &c. One being fifty-five years and four months, and the other fifty-three years and nine months old, it was ordered that they hold absolutely, on the presumption that they would not have any children.—*In re Widdow's Trust*, L. R. 11 Eq. 408.

*See* Illegimate Children, 1.

Agency.—*See* Principal and Agent.

Agreement.—*See* Contract.

Amalgamation.—*See* Company, 2, 3.

Ambiguity.—*See* Legacy, 1.

Annuity.—*See* Husband and Wife; Legacy, 3; Residuary Estate.

Anticipation.—*See* Husband and Wife.

Appointment.

Property was settled on trusts for A., with power of appointment jointly with B., said power and trusts being subject to forfeiture by certain acts. A proviso followed that A. might by deed or will, executed prior to determination of the trusts, appoint in favor of his wife. A. appointed by will, committed an act of forfeiture, and died. *Held*, that the will did not come into operation until the death of the testator, and the appointment was void.—*Potts* v. *Britton*, L. R. 11 Eq. 433.

*See* Power; Trust.

Apportionment.

1. A claim against a testator's estate was compromised by payment of a gross sum several years after testator's death. *Held*, that as between tenants for life and remainder-men under the will, such sum was to be treated as composed of a principal debt due when said claim accrued, with interest thereon to date of testator's death, which two sums were to be charged against the *corpus*. Interest from testator's death on such aggregate principal and interest was to be charged to tenants for life.—*Maclaren* v. *Stainton*, L. R. 11 Eq. 382.

2. A testator bequeathed a specific sum to pay off a contingent charge upon his X. estate; and if so applied, then a second charge, created on his Z. estate, to be shifted to his X. estate. A portion only of said sum was applied in paying off the charge on the X. estate. *Held*, that the condition was not apportionable, and none of the charge on the Z. estate was to be thrown upon the X. estate.—*Caldwell* v. *Cresswell*, L. R. 6 Ch. 278.

*See* Tenancy in Common.

Appropriation of Payments.

A. was indebted to B. on three accounts, on one of which a judgment was obtained creating a charge on A.'s lands. A. and B. then entered into an agreement, whereby a smaller sum was to be received from the gross amount of the three demands, payable in instalments; and on failure to pay an instalment, B to be remitted to his original rights. A. paid one instalment, and failed to pay further. *Held*,