

ENGLISH LAW REPORTS.

cature Act, 1873, § 25, sub-s. 6, provides that a written assignment of a *chose in action* shall be valid, if due written notice be given thereof to the person liable thereon. *Held*, that the assignment was good and binding on the defendant, and he must pay the plaintiff the £100, although he had already paid it to G.—*Brice v. Bannister*, 3 Q. B. D. 569.

BANKRUPTCY.—See CUSTOM.

BEQUEST.—See DEVISE ; TRUST, 3 ; WILL, 1.

BILL OF LADING.—See BILLS AND NOTES, 3.

CHARTER-PARTY, 2.

BILLS AND NOTES.

1. The defendant gave H. his acceptance to an accommodation bill, by writing his name across a paper bearing a bill-stamp, and handing it to him. H. turned out not to need the accommodation, and returned the blank to defendant as he had received it. Defendant threw it into an unlocked drawer in a writing desk in his chambers, to which his clerk and other persons had access, and it was stolen, and the plaintiff received it *bona fide* for value, with the name of one C. regularly filled in. *Held*, that the defendant was not liable on the bill. Estoppel, negligence, and the proximate or effective cause of the fraud discussed.—*Baxendale v. Bennett*, 3 Q. B. D. 525.

2. A bill of exchange was drawn in England on a party in Spain, payable to defendant in Spain three months after date. The plaintiff purchased the bill in London from the defendant, who indorsed it to him there. Plaintiff indorsed it to one M., and forwarded it to him in Spain. M. indorsed it to C., and C. indorsed it to O., all in Spain. The bill was presented in Spain May 1, and dishonoured ; and notice of the refusal to accept was sent to the plaintiff by M. May 13, and received May 26. Plaintiff gave notice to the defendant May 26. In Spain, no notice of non-acceptance is essential. *Held*, that the plaintiff could recover.—*Horne v. Rouquette*, 3 Q. B. D. 514.

3. The plaintiff, a merchant in London, procured a loan of £15,000 of the defendant bank, on the security of a cargo of goods in transit to Monte Video, and of six bills of exchange drawn by him on S., the consignee of the goods in Monte Video, and accepted by the latter. Two of these bills having been paid and two dishonoured, the defendant bank, through its branch in Monte Video, proposed to sell the goods at once, when the plaintiff

wrote to the defendant not to sell, and sent his check for £2,500, as additional security, adding that, when the bills were paid, "you will, of course, refund us the £2,500." The defendant drew the check, and, the other two bills having been dishonoured, the defendant took proceedings against S., as a result of which the goods were, with the plaintiff's consent, sold, and the bills, without the plaintiff's knowledge, delivered up to S. cancelled. The proceeds of the goods were insufficient, even with the £2,500, to satisfy the claim. *Held*, that the plaintiff could not recover the £2,500 from the defendant.—*Yglesias v. The Mercantile Bank of the River Plate*, 3 C. P. D. 330 ; C. 3 C. P. D. 60 ; 12 Am. Law. Rev. 723.

BREACH OF TRUST.—See TRUST, 3.

BURDEN OF PROOF.—See INSURANCE, 3.

CAUSE.—See NEGLIGENCE.

CHARITY.—See WILL, 4.

CHARTER-PARTY.

1. A charter-party contained this clause : "Demurrage, if any, at the rate of 20s. per hour, except in case of any hands striking work, frosts or floods, revolutions or wars, which may hinder the loading or discharge of the vessel. Dispatch money 10s. per hour on any time saved in loading and for discharging." "Steamers are to load and discharge by night as well as by day. *Held*, that, in estimating dispatch money, nine days saved in loading and discharging should be reckoned at twenty-four hours each, and not at twelve.—*Laing v. Holway*, 3 Q. B. D. 437.

2. By a charter-party between the plaintiff and B., it was stipulated that fourteen working days were to be allowed for loading and unloading at the port of discharge, and ten days on demurrage over and above the loading and unloading days, at £35 per day. A full cargo of grain was taken on board, a part of it consigned to the defendants, and lying at the bottom of the hold. The bill of lading endorsed to the defendants contained the words, to be delivered to order, "on paying freight for the said goods, and all other conditions as per charter-party." The consignees of the grain lying above that of defendants failed to get their grain out in season, so that three days' demurrage accrued before defendants' grain was out. *Held*, that the defendants were liable.—*Porteus v. Watney*, 3 Q. B. D. 634.

See FREIGHT.