from the plaintiff bank, and there could be no recovery.—*Banco de Lima* v. *Anglo-Peruvian Bank*, 8 Ch. D. 160.

Bankruptcy.—See *Execution; Partnership*, 3; *Sale*, 4.

Bequest.—S. died in 1628, leaving a will containing a bequest of £1,000 for "the relief and use of the poorest of my kindred, such as are not able to work for their living, *videlicet*, sick, aged, and impotent persons, and such as cannot maintain their own charge....And my will is, that, in bestowing....my goods to the poor charitable uses, which is, according to my intent and desire, those of my kindred which are poor, aged, impotent, and any other way unable to help themselves, shall be chiefly preferred." The income from the charity fund became very large. *Held*, that the bequest was a charity; that the objects of it were primarily the kindred of the testator actually poor; and if, after such were provided for, something remained, it should be applied to the relief of poor persons in general, by the doctrine of *cy-près*. A well-to-do person among the kindred could not take, although by comparison "poorer" than some of the kindred. *Dictum* of WICKENS, V. C., in *Taylor* v. *Gillam* (L. R. 16 Eq. 581), criticised.—*Attorney-General* v. *Duke of Northumberland*, 7 Ch. D. 745.

Bill of Lading.—See *Bank*, 2; *Sale*, 2.

Bill of Sale.—See *Sale*, 4.

Bills and Notes.—A check had been given for a debt, when a trustee or garnishee process was served upon the debtors, whereupon they ordered payment on the check to be stopped. The check had not been presented. *Held*, that the stopping of payment of the check revived the debt, and the debt was held by the trustee process.—*Cohen* v. *Hale*, 3 Q. B. D. 371.

Bonus.—See *Will*, 5.

Boundary.—See *Landlord and Tenant*, 2.

Burden of Proof.—See *Slander*.

By-laws.—See *Railway*, 2.

Cancellation of Stock.—See *Company*, 1.

Carrier.—See *Common Carrier*.

Causa Proxima.—See *Negligence*, 1.

Charity.—See *Bequest; Trust*, 1; *Will*, 4.

Charter-party.—A charter-party began thus: "A 1½ Record of American and Foreign Shipping Book, London, 4th Sept., 1876. Charter-party. It is mutually agreed between the owners of the ship......newly classed as above......and B. Newgass & Co.," &c. At the above date, the ship was on record classed "A 1½," as above, but subsequently she was declared unseaworthy by the agent of the Shipping Association, and said classification stricken off. In an action by the owner against the charterer for refusing to load the ship, *held*, that the above statement was simply a warranty that the ship was classed in said record A 1½ on said date, and not a warranty that the classification was correct, or that she should continue of that class.—*French* v. *Newgass*, 3 C. P. D. 163.

Check.—See *Bank*, 1; *Bills and Notes*.

Collusion.—See *Judgment*.

Common Carrier.—See *Railway*, 1, 3.

Company.—1. In 1860, the N. Company, limited, was formed to insure lives and injuries to health, and "generally" to effect such lawful insurances of all kinds as might "be determined upon by a general meeting" of the company. In 1872, a general meeting voted to add fire insurance to the company's business, and to issue new shares, called B shares, for this purpose. This was to form a separate department, and the assured under it were to be confined in their remedy to the B shares. Eminent counsel afterwards advised the company that this proceeding, and the issue of the B shares were *ultra vires*; and a B shareholder accordingly got an order from chancery removing his name from the list of shareholders. An arrangement was then made by the N. company to form a new company for the fire business; and it was agreed between the N. company and the new fire company that the latter should take all the assets and assume all the risks and liabilities of the old fire department; that the fire company should issue its shares to the N. company and the other holders of the B stock, and credit them with the amounts paid thereon, and the N. company should cancel all the old B stock. The appellant, a B stockholder, took stock in the new fire company, got credit for his B stock, and the latter was cancelled. Afterwards, on an order to wind up the N. company, a fire-policy holder, who had insured in the N. company previous to the formation of the fire company, moved to place the appellant on the list of contributories in respect to his B shares. *Held*, that the issue of the B shares was not *ultra vires*; and that although the cancelling of the appellant's B shares in the formation of the new company was also valid, yet that, as to creditors of the N. company, whose rights had attached previous to such cancelling, the appellant was liable as a contributory.—*In re Norwich Provident Insurance Co. Bath's Case*, 8 Ch. D. 334.