

DIGEST OF ENGLISH LAW REPORTS.

ATTORNEY. — See COSTS; EQUITY PLEADING AND PRACTICE, 3; NECESSARIES, 1; PARTNERSHIP.

AWARD.

1. A cause and all matters in difference were referred by an order which provided that the costs of the reference should abide the event of the award. The arbitrator decided the cause for the defendant, and, with regard to the matters in difference, awarded that the plaintiff had a valid claim against the defendant, and the defendant a valid claim against the plaintiff of a larger amount, and directed the plaintiff to pay the defendant the difference. The claims were unliquidated, and could not have been set off against one another in an action. *Held*, that the event of the award was wholly in the defendant's favor, and that he was therefore entitled to the costs.—*Dunhill v. Ford*, Law Rep. 3 C. P. 36.

2. A diver, having been injured by a ship, brought an action against the owners, which was referred to arbitration, under an agreement that all the rights of the plaintiff should be reserved, in case the award was not performed. The arbitrator awarded compensation, but the defendants never paid. *Held*, that the plaintiff was not debarred from proceeding *in rem* in the Admiralty.—*The Sylph*, Law Rep. 2 Adm. & Ecc. 24.

BANKER.

Whether by virtue of the relation between banker and customer any legal duty is imposed on the banker not to disclose his customer's account, except on a reasonable and proper occasion, so as to give a cause of action without special damage, *quære*.—*Hardy v. Veasey*, Law Rep. 3 Ex. 107.

BANKRUPTCY.

1. A husband covenanted in a deed of separation to pay an annuity to his wife, the annuity to cease in the event of future cohabitation by mutual consent. *Held*, that the value of the annuity was not capable of calculation, and that the annuity was therefore not provable under the Bankrupt Acts.—*Mudge v. Rowan*, Law Rep. 3 Ex. 85.

2. A trader, being indebted to the defendant, gave him his acceptance for the amount due. Three days before the acceptance was due, he agreed to give the defendant a bill of sale of all his goods, in consideration of the defendant taking up the acceptance, and in order to cover any further advance by the defendant. The defendant took up the acceptance, and afterwards advanced the trader £64, on the understanding that it should be secured by the bill of sale. The bill of sale was subsequently

executed, whereby all the personal estate of which the trader was or should in future become possessed, was assigned to the defendant as security. The trader's property was worth about £115. Less than a year after the date of this bill of sale, but more than a year after the date of the agreement to give it, the trader was adjudicated bankrupt. In trover by the assignee for the goods included in the bill of sale, some of which had been acquired after the agreement, *held*, that the £64 was a fair present equivalent for the assignment, and that the plaintiff could not recover (Exch. Ch.).—*Mercer v. Peterson*, Law Rep. 3 Ex. 104.

See ADMINISTRATION, 1; PRIORITY; STAMP.

BILL OF LADING.

In an action on a bill of lading by an indorsee against the ship-owners, the plaintiff put in the bill of lading, and proved that the consignors had indorsed and delivered it to A., and that A. had indorsed and delivered it to the plaintiff for value. *Held, prima facie* evidence of such an indorsement and delivery of the bill of lading as to vest the property in the goods in the plaintiff; and so transfer to him the right of action under the 18 & 19 Vic. cap. 111, sec. 1, which enacts that every indorsee of a bill of lading to whom the property in the goods passes by reason of the indorsement, shall have transferred to him the same rights of suit as if the contract in the bill had been made with him.—*Dracachi v. Anglo-Egyptian Navigation Co.*, Law Rep. 3 C. P. 190.

BILLS AND NOTES.—See COMPANY, 1; CONFLICT OF LAWS; CONTRACT, 1; EMBEZZLEMENT; MISTAKE; SALE.

BOND.—See COMPANY, 1.

BONUS.—See TENANT FOR LIFE AND REMAINDERMAN.

BROKER.—See CUSTOM.

CAPITAL.—See TENANT FOR LIFE AND REMAINDERMAN.

CHARITY.

A bequest to trustees, in trust for "such charities and other public purposes as lawfully might be in the parish of T.," is a good charitable gift.—*Dolan v. Macdermot*, Law Rep. 5 Eq. 60.

CHEQUE.—See EMBEZZLEMENT.

CLUB.

The rules of a club authorized the committee to call a general meeting, "in case any circumstance should occur likely to endanger the welfare and good order of the club," and provided that any member might be removed by the votes of two-thirds of those present at such meeting. On a bill by a member so removed,