burg commercial court.... The decision of such court shall be final." G. and N. duly demanded their capital, and took steps in Russia to secure it by winding up proceedings. The plaintiff thereupon began an action in England, alleging that there were three parts to their agreement, all executed in England, although one was translated into Russian, and by one of the English parts he was to have compensation for the withdrawal of G. and N.; that the proceedings for winding up were taken without his knowledge and consent; and that they were invalid, and not according to Russian law. He claimed a dissolution, compensation according to the English agreement, and the appointment of a receiver in England. Defendants moved for a reference of all matters to St. Petersburg. *Held*, that the agreement in the articles to refer was a good arbitration clause under the Common Law Procedure Act, 1854, and a stay of proceedings was ordered to await the result of proceedings in the Russian court.—*Law* v. *Garrett*, 8 Ch. D. 26.

Attorney and Client.—1. Shipowners sued the charterers for not discharging the cargo according to the charter-party, and in a subsequent action the charterers resorted to their remedy over against the merchant on the contract of sale. *Held*, that correspondence between the charterers and their solicitors in the first action, and between their solicitor and the shipowners' solicitor and relating to the questions in the second action, were privileged, and need not be produced in the second action.—*Bullock* v. *Corry*, 3 Q. B. D. 356.

2. In an action by a company against its former engineer for money wrongly charged to it in the final account with him, the defendant applied for inspection of three documents scheduled in the plaintiff's affidavit of discovery, and consisting of shorthand notes of conversations between an officer of the company and the chimney-sweep, and between the chairman of the company and the present engineer, and a statement of the facts drawn up by the chairman, all prepared for submission to plaintiff's solicitor for his advice as to their action, two of which had already been submitted to him. Refused, on the ground that the documents were privileged.—*The Southwark & Vauxhall Water Co.* v. *Quick*, 3 Q. B. D. 315.

Auction.—See *Sale*, 3.

Average.—See *Shipping and Admiralty*.

Bank.—1. A firm had an account at a bank, and the individual members, among whom was the defendant, also had accounts there. Each member could draw on the firm account. One member of the firm died, and the defendant was one of the trustees of his estate. Previous to the death, the defendant had transferred funds from the firm account to his own account. The defendant purchased certain property, and got the bank to allow him to overdraw his account, on deposit of the title-deeds thereof. On proceedings by the bank to enforce payment of the balance out of said property, the other trustees of the deceased partner claimed a first lien on the property, as having been bought in part with trust-money improperly transferred to his own account by the defendant. The bank had, in fact, no knowledge that such was the case with the accounts, and did not know the defendant was a trustee. The contention that the bank was bound to know whether the transfer was proper and authorized, *held* not maintainable.—*Backhouse* v. *Charlton*, 8 Ch. D. 444.

2. The plaintiff bank, established in Lima, arranged, in 1871, with the G. company, in London, to draw on the latter to the extent of £100,000, the credits to be covered within ninety days by other bills furnished by the plaintiff bank. In 1875, the G. company was in difficulties, and on March 3 arranged for a loan from the defendant bank, on the basis that the latter should discount certain remittances from the plaintiff bank then *en route*, and which were expected to arrive on or before the 17th. Before their arrival, the defendant bank agreed to the proposition, and chose as agents to receive the securities on their arrival one S., managing director of the G. company, and another. The money was lent between the 3d and the 5th. On the 16th there arrived remittances from the plaintiff bank, and S. took them to the defendant bank, and G., the general manager thereof, and who had formerly been managing director in the G. company, and knew of the arrangement of 1871, selected a bill of exchange for £1,000 and a box of gold eagles, the bill of lading for which, with said bill for £1,000, was delivered to him for his bank. The next day, the G. company suspended, and was finally wound up. *Held*, that the property in the bill of exchange and the box of eagles had passed