effect, that the defendant should pay all moneys which he received on account of the plaintiff into the plaintiff's account at a certain bank. The defendant had unlimited authority to draw on this account, and the cheques were always drawn in his own name "for the Rev. Charles Turner." The plaintiff himself never drew upon this account, but applied to and obtained money from the defendant as he wanted it.

Between 1842 and 1852 accounts were rendered by the defendant. From 1852 to 1857 no accounts were rendered, and no complaint appears to have been made by the plaintiff. From 1858 to 1861 accounts were rendered. In 1861 the plaintiff's father-in-law discovered errors in the defendant's accounts, and an end was put to the relation between the plaintiff and the defendant.

In 1863 the plaintiff filed his bill for an account, which account was decreed by the Master of the Rolls, and the Chief Clerk's certificate showed that upwards of £4,000 was in the hands of the defendant, as the plaintiff's agent. Respecting a sum of £1,000, part of this amount, the defendant alleged that until the institution of the suit he had not been aware of its having been paid in to his private account; he admitted, however, having had his pass-book in his possession, with intervals of several months.

The case coming on for further consideration, the Master of the Rolls refused to charge the defendant with interest.

The plaintiff appealed.

Southgate, Q. C., and *Nalder*, for the appellant. *Lord Hardwicke* v. *Vernon*, 4 Ves. 411, 14 Ves. 504; *Beaumont* v. *Boultbee*, 5 Ves. 485, 7 Ves. 599, 11 Ves. 358; *Lord Chedworth* v. *Edwards*, 8 Ves. 46, are in point. In *Lord Salisbury* v. *Wilkinson*, cited in the last case, it is true that the defendant was not charged with interest, but only on the ground that he had informed his principal from time to time what moneys were in his hands, and arranged with him to retain constantly a large balance. They also cited *Pearse* v. *Green*, 1 J. & W. 135; *Crackelt* v. *Bethune*, *ib.* 586; *Mosley* v. *Ward*, 11 Ves. 581; *Mayor of Berwick* v. *Murray*, 5 W. R. 208, 7 D. M. & G. 497; *Attorney-General* v. *Alford*, 3 W. R. 200, 4 D. M & G. 843; and contended that *Blogg* v. *Johnson*, 15 W.R. 626, was not in point

Selwyn, Q. C., and *Fischer*, for the respondent. The case is merely this, that the plaintiff entrusted the defendant with the entire management of his affairs, which involved the outlay of large sums by the defendant on his behalf, and the defendant, in consequence of the very friendly relation between himself and the plaintiff, did not furnish regular accounts. The neglect of the plaintiff contributed to the confusion which arose, and under such circumstances this court does not, in favour of a plaintiff, charge a defendant with interest.

Lord Chelmsford, C. [after stating the facts.] On consideration of all the extraordinary circumstances of the case, I think the Master of the Rolls was right in the conclusion at which he arrived. During the argument, I was disposed to think that some distinction might be drawn between a sum of £1,000 which was paid in to the defendant's account, and the other sums with which the defendant was charged. The defendant says he was not aware of that sum being paid into his account, until the institution of the suit, but as he had his pass-book in his possession, as he admits, with intervals of several months, he ought to have discovered that that sum which belonged to the defendant, had been paid in to his account, and he ought to have transferred it to the plaintiff's account, according to the regular course of dealing between them. But upon reflection, I think it was merely like the other sums of money, amounts which have been retained by the defendant, and improperly no doubt retained in his hands. "It was the duty of the agent," Sir Thomas Plumer said in *Pearse* v. *Green* [*ubi. sup.*], quoting the words of the Lord Chancellor in *Lord Hardwicke* v. *Vernon* [*ubi. sup.*], "to be constantly ready in his accounts." But this must mean that the agent must be ready to render his accounts when they are demanded. If no demand is made upon him, it is the simple case of an agent retaining money which he ought to pay over, but which he has not been required to pay; and there is no case of which I am aware, where under such circumstances, without anything more, the agent has been made to pay interest. In this case, the agent was to a certain extent the banker of his principal—keeping his money and supplying his wants when demands were made upon him. If therefore there was no fraudulent dealing on the part of the defendant, it appears to me that he ought not to be made liable for interest. The defendant seems to have been a person of very little experience in matters of account, and to have been left very much to himself. If I could see any wilful withholding of the accounts, or any fraudulent falsification of them, I should of course consider that the defendant ought to be charged with interest; but I see nothing in the case but a loose mode of dealing between the parties—the plaintiff implicitly confiding in the defendant, and making him in a certain sense his banker—allowing him to operate at his own will and pleasure upon his account at the bank—certainly leaving him in the uncontrolled management of his affairs, and the defendant receiving and disbursing the plaintiff's money to the extent of upwards of £70,000, according to the extent of the authority entrusted to him. Such an agent is undoubtedly bound to account whenever his principal chooses to call upon him to do so; but he is not liable to the penalty of paying interest unless he has improperly withheld accounts and refused to pay over money in his hands when demanded, or has delivered fraudulent accounts. The decree of the Master of the Rolls must be affirmed.

CORRESPONDENCE.

A question under the Bankrupt Law.

To the Editors of the Law Journal.

Gentlemen,—In my letter to the *Local Courts' Gazette* for last month, I drew the attention of the learned Editors of that Journal, and the legal public to a question under the Bankrupt laws. I am hoping to see your comments on it, as well as other legal lights from the pens of legal contributors, in your