

DIGEST OF ENGLISH LAW REPORTS.

cy; and if, within fourteen days from the sale, he is adjudged a bankrupt, the money is to be paid to the assignee in bankruptcy. An execution was levied on the goods of a trader; and he, being insolvent, in consideration of the withdrawal of the execution, assigned to A., the judgment creditor, the whole of his property, and ceased to carry on the trade. The jury found the transaction *bona fide*. *Held*, that, as the creditors generally could have interfered and taken the proceeds of the execution, there was no sufficient consideration for the assignment to A., which was therefore void, and an act of bankruptcy. — *Woodhouse v. Murray*, Law Rep. 2 Q. B. 634.

See ADMINISTRATION, 4.

BILL OF LADING.

A. was indorsee of a bill of lading, drawn in a set of three, of cotton, which had been lately landed, under an entry by A., at a sufferance wharf, with a stop thereon for freight; on March 4, A. obtained from M. an advance on the deposit of two copies of the bill, M. assuming the third to be in the master's hands; on March 6, the stop for freight being then removed, A. obtained from B. an advance on the deposit of the third copy of the bill, which A. had fraudulently retained. On March 11, B. having been then informed of M.'s prior advance, sent his copy of the bill to the wharf, and had the cotton transferred in his own name, and afterwards sold it and received the proceeds. *Held*, that the bill of lading, when deposited with M., retained its full force, though the cotton had been landed and warehoused; that there was a valid pledge of the cotton to M., and he could sue B., either for conversion of the cotton or for the proceeds of the sale. [By 11 & 12 Vict. c. 17, § 4, goods landed at a sufferance wharf remain subject to the same lien for freight that they were liable to on board the ship.] (Exch. Ch.)—*Meyerstein v. Barber*, Law Rep. 2 C. P. 661.

See NEGLIGENCE; STOPPAGE IN TRANSITU.

BILLS AND NOTES.

A., through an agent, obtained from a banker in London circular notes, payable by certain correspondents of the banker in various foreign towns mentioned in an accompanying "letter of indication." The agent sent the letter and notes, by mail, to A. in Paris: the letter arrived safe, the notes did not. *Held*, that A., apart from any equitable relief on giving indemnity, could not recover the money paid to the bankers, on tendering the letter of indication only.—*Comfians Stone Quarry Co. v. Parker*, Law Rep. 3 C. P. 1.

See FACTOR.

BOND.—See LEGACY, 3.

CAPITAL.—See ADMINISTRATION, 1, 2; ANNUITY; LEGACY, 1.

CARRIER.—See NEGLIGENCE; RAILWAY, 1, 2.

CHAMPERTY.

The plaintiff agreed to share with a solicitor the profits arising from the successful prosecution of a suit to establish his title to property, on being indemnified against the costs. *Held*, that though the contract amounted to champerty and maintenance, yet the plaintiff was not disqualified from suing, since his title was vested in him, before the making of the illegal contract. A decree was made in his favor, but without costs.—*Hilton v. Woods*, Law Rep. 4 Eq. 432.

CHARITY.

1. A legacy to a charitable institution, which was dissolved in the testator's lifetime, lapses. —*Fisk v. Attorney-General*, Law Rep. 4 Eq. 521.

2. Testatrix gave £1,000 consols to A. and his successors, on trust, to apply so much of the dividends as should from time to time be necessary to keep in repair her family grave, and to divide the residue at Christmas, every year for ever, among the poor of a parish. *Held*, that, as there was a gift to A., the gift to the poor did not fail by reason of its being a gift of residue after a void gift, and that there was a good gift of the whole to the charity, discharged from the obligation to repair the grave.—*Fisk v. Attorney-General*, Law Rep. 4 Eq. 521.

3. A testator gave funds to the President and Vice-President of the United States and the Governor of Pennsylvania, and directed that moral philosophy should be taught therein, and a professor engaged to inculcate and advocate the natural rights of the black people, of every clime and country, until they be restored to an equality of right with their white brethren throughout the Union. The trustees declined to accept the trust. *Held*, that, the court having no power to enforce the trust, nor to settle a scheme *cy près*, the object had failed, and the fund fell into the residue.—*New v. Bonaker*, Law Rep. 2 Eq. 655.

See MORTMAIN.

CIRCULAR NOTES.—See BILLS AND NOTES.

COMMON CARRIER. — See NEGLIGENCE; RAILWAY, 1, 2.

COMPANY.

1. A. was induced to take shares in a company by fraudulent concealments in the prospectus. In nine months, the company failed. *Held*, that A. was not then entitled to relief as