children. Two were born before the date of the appointment, and another was then *en ventre sa mère*. F. died in 1874, and in 1877 only one of her children had attained twenty-one. *Held*, that the power gave authority to appoint only in favour of the three in existence at the date of the appointment; that the appointment undertook to include all the six children. Hence it was effectual only as to a sixth of the fund for each of the three objects entitled. One-sigth ordered paid to the child having attained twenty-one, the remaining five-sixths to lie in court.—*In re Fawcombe's Trusts*, 9 Ch. D. 652.

Assignment.

T. contracted with J. to build him a steam launch for £80, to be paid when the boat was done. J., however, advanced him £40 on account. Afterwards, before the work was done, T. being in debt to R., agreed to make over to him the other £40, and he wrote to J.: "I hereby assign to R. the sum of £40, or any other sum now due or that may hereafter become due in respect of" the boat. J. promised to give the matter his attention. *Held*, that the letter was not an order to pay money, but an assignment of a debt.—*Buck* v. *Robson*, 3 Q. B. D. 686.

See Insurance, 1; Mortgage, 5.

Attorney and Client.—See Solicitor.

Bankruptcy.

1. The old rule in bankruptcy, that, "if there is a legal debt, and the person coming before the court [to petition for an adjudication] in respect of it is not the beneficial owner, there must be brought before the court also the beneficial owner" if he is a person not under disability, is still in force.—*Ex parte Culley. In re Adams*, 9 Ch. D. 307.

2. D. and C., partners, petitioned in liquidation, Dec. 4, 1876. Dec. 19, the creditors, under a vote to liquidate by arrangement, appointed B. trustee with a committee, who were empowered to discharge the debtors, if they thought fit. Jan. 3, 1877, the committee voted to discharge D., subject to the payment of his private debts, and to discharge C. on his paying 15*s.* in the pound, as follows: The stock-in-trade and debts due were to be realized by him under the committee's inspection, and the proceeds paid to them. If the amount realized equalled 7*s.* 6*d.* in the pound and costs, C. should have his discharge on paying 7*s.* 6*d.* in the pound additional thereon. D. was discharged, Jan. 24, 1877. C. received £719 8*s.* 9*d.*, which he paid the committee, and paid B. £60 costs. 7*s.* 6*d.* in the pound on the debts proved came to £950, and C. made up the balance. Before the liquidation, C. had effected a loan, on behalf of himself and his firm, with the A. Bank, by giving a mortgage of some real estate and insurance policies, containing a power of sale. At the liquidation, the debt amounted to £251 7*s.* 6*d.* The bank did not prove. C. began business alone in February, 1877, before which he asked for a new credit on his securities with the A. Bank. The manager consulted B., who said the matter was "all right, and quite out of his hands." The bank then gave C. credit, and his business went on. Feb. 22, he paid part of the firm debt due the bank, and July 25, 1877, the balance. From the time of beginning business alone, all but one of his old creditors who had proved did business with him and gave him credit. He did not pay the second 7*s.* 6*d.* in full, and some others partly, by checks on the A. Bank. The creditors applied for the second 7*s.* 6*d.* to B., but not to C. July 18, he sold his real estate, the bank reconveyed it, and the purchase-money was passed to his account in the bank. July 31, B. demanded the purchase-money. In August C. went into bankruptcy. *Held*, that the bank was entitled to retain all its advances, both to the firm of D. and C. and to C. alone, and B. was entitled to the balance only.—*Ex parte Bolland. In re Dysart*, 9 Ch. D. 312.

See Felony; Jurisdiction, 2; Set-off.

Beneficial Owner.—See Bankruptcy, 1.

Bequest.—See Will, 5, 7, 8.

Bill of Lading.

The plaintiffs shipped two hundred and eighty bags of sugar on the defendant's ship, under a bill of lading signed "P. and K., Agents." The court found that they were the agents of the defendants to give this bill, though without the knowledge of the plaintiffs. P. and K. were charterers of the ship for the voyage. The bill of lading undertook that the sugar should be delivered in good condition, excepting the usual risks, and "any act, neglect, or default whatsoever of the pilot, master, or mariners in navigating the ship, the owners of the ship being in no way liable for any of the consequences of the causes above excepted; and it being agreed that the captain, officers, and crew of the vessel, in the transmission of the goods as between the shipper, owner, or consignee thereof, and the ship and ship-owner, be considered the servants of such shipper, owner, or consignee." Some oxide of zinc in casks was negligently stowed on board in such a way that the sugar was damaged by it. *Held*, that the damage was not within the exceptions in the bill of lading, and the defendants were liable.—*Hayn* v. *Culliford*, 3 C. P. D. 410.

See Charter-party, 2.

Bill of Sale.—See Mortgage, 4; Sale, 2.

Bills and Notes.

Suit by plaintiff, as endorsee on a bill of exchange, against L. & F., partners, the defendants, as acceptors. C., the plaintiff's partner, gave the plaintiff, for a debt, the bill in suit, purporting to have been accepted by L. & F., and perfect in every respect, except that the drawer's name was left blank. F. had accepted the bill without the knowledge of L. and having no authority to accept for the firm. The plaintiff took the bill in good faith, believing the acceptance *bonâ fide*, but afterwards, suspecting something wrong, he filled in his own firm's name as drawer. *Held*, that he could