

Mr. Justice Wills said the consideration of the bill of sale was stated to be £30 now paid ; but dropping the word "now," the money was not "paid" at the time of execution. The money was in a bank from which the lender proposed to draw it out in three days. But there was nothing to prevent him from keeping it in his pocket for three months, and there was nothing to make it the money of the borrower at the time of the granting of the bill of sale. There was only a promise or agreement to pay it at some indefinite future time. The consideration, therefore, was not truly stated; and the learned Judge was right in holding the bill of sale bad.

QUEEN'S BENCH, ENGLAND

T. and H. Greenwood Teale v. William Williams
Brown & Co.

A banker with whom a customer has opened several accounts, has a lien upon all the accounts except (1) where there was a special agreement, (2) where specific property of a third person had been paid to the bank, and (3) where the banker had notice that when a customer drew upon a particular account it would be a fraud or breach of trust.

The plaintiffs in this case were solicitors, and the defendants bankers, both carrying on business in Leeds, and the claim was for £5,287 alleged to be moneys received by the defendants to the use of the plaintiffs. In 1887 the late Mr. Thomas Greenwood Teale, then a partner in the plaintiffs' firm, opened three accounts with the defendants, to be kept under the heads (1) "office account," (2) "deposit account," (3) "private account." At the time the accounts were opened the defendants were told by Mr. Teale that the deposit account would be mostly clients' money. On December 30, 1891, the deposit account was closed and transferred to the office account. From that time down to the final balance being struck in June, 1893, the plaintiffs paid clients' money into the office account alone, and during the whole course of dealing the office account was in credit and the private overdrawn. In June, 1893, the office account was in credit £5,287; but the debit balance on the private account far exceeded that sum, which the defendants now claimed they had a right to set off against the credit balance on the office account.

It was contended for the defendant bankers that it must be shown that the bankers were informed that Mr. Teale had no right to open the account with the bank in his own name, that it was money of clients and earmarked as such. If it were