

## DIGEST OF ENGLISH LAW REPORTS.

chase, and the agricultural land at thirty years' purchase. *Held*, that the two properties must contribute in proportion to the actual income *de anno in annum*, and not in proportion to the capitalized value.—*Ley v. Ley*, Law Rep. 6 Eq. 175.

APPROPRIATION—*See* TRUST.

ASSIGNMENT—*See* LANDLORD AND TENANT, 4; PRIORITY, 1, 4.

ATTORNEY.

1. An attorney, acting as clerk to a firm of attorneys, received the purchase money of certain property, which he appropriated to his own use. He admitted the misappropriation. *Held*, that, though he was not acting strictly in his professional character, yet that the court would exercise its summary jurisdiction and punish the misconduct; and they suspended him for a year.—*Re Hill*, Law Rep. 3 Q. B. 543.

2. An attorney inserted in a deed a false recital as to the consideration, knowing it to be false, and attested the execution of the deed and the receipt of the consideration, knowing that no such consideration had passed or was intended to pass. But no fraudulent use of the deed had been attempted, no fraudulent motive alleged, and no injury occasioned by it. *Held*, that the misstatement was not in itself sufficient to warrant the striking the attorney off the rolls.—*In re Stewart*, Law Rep. 2 P. C. 88.

*See* PARTNERSHIP.

AUCTIONEER—*See* FRAUDS, STATUTE OF, 2.

AVERAGE—*See* GENERAL AVERAGE.

BAILEMENT—*See* PLEDGE.

BANKRUPTCY.

1. A trader gave a bill of sale of his stock in trade to A.; but the bill was not registered. Nine months after, he conveyed by deed all his property, except his furniture and book debts, to a creditor, to secure the same debt and further advances. *Held* (1) that, notwithstanding the reservation, the deed was fraudulent, as it placed the bulk of his property out of the reach of his creditors; and (2) that, being thus fraudulent, it could not be sustained as a substitution for the first bill of sale.—*Ex parte Foxley*, Law Rep. 3 Ch. 515.

2. The plaintiffs were in the habit of drawing bills on Bombay, and handing them to the defendants, London bankers, for collection by the defendants' Bombay branch, the proceeds being remitted to the plaintiffs through the defendants' London house. The plaintiffs executed a deed of inspectorship, under the Bankruptcy Act, 1861, the defendants then having in their hands £3,248 of the plaintiffs, the pro-

ceeds of bills collected in Bombay. At the same date, the plaintiffs were indebted to the defendants in the sum of £8,335. *Held*, that it was a case of mutual credit, within the Bankruptcy Act, 1849, sec. 171, and that the defendants might retain the £3,248 as a set-off.—*Naoroji v. Chartered Bank of India*, Law Rep. 2 C. P. 444.

*See* PRIORITY, 1.

BARRATRY—*See* SHIP, 1.

BILL OF LADING—*See* FREIGHT, 2; SHIP, 1.

BILLS AND NOTES—*See* ALTERATION; BANKRUPTCY, 2; CONFLICT OF LAWS; DISCHARGE.

CAPITAL—*See* APPORTIONMENT.

CARRIER—*See* DAMAGES; RAILWAY, 1; SHIP, 1.

CHEQUE—*See* DONATIO CAUSA MORTIS.

CHILDREN, CUSTODY OF—*See* HUSBAND AND WIFE, 1.

CODICIL—*See* REVOCATION OF WILL.

COLLISION—*See* SHIP, 1.

COMMON CARRIER—*See* CARRIER.

COMPANY.

1. A company incorporated for the working of collieries contracted with A. to erect a pumping engine and machinery for that purpose, and paid him part of the price. *Held*, that the company could maintain an action against A. for breach of the contract, though the contract was not under seal.—*South of Ireland Colliery Co v. Waddle*, Law Rep. 3 C. P. 463.

2. Directors of a joint-stock company, who neglect its rules, are liable to make good to the shareholders any loss occasioned thereby; their liability in this respect does not differ from that of ordinary trustees.—*Turquand v. Marshall*, Law Rep. 6 Eq. 112.

3. Where the functions of a corporation have ceased, the managers of the corporation are bound to account for all moneys belonging to the corporation, and, when such moneys are improperly retained, to make a decree on the petition of a shareholder on behalf of himself and the other shareholders, for the division of the moneys among them.—*Cramer v. Bird*, Law Rep. 6 Eq. 143.

4. On the 9th of May, the plaintiff, through his brokers, sold shares in a company to the defendants, stock jobbers, the settling day being the 15th of May. On the 10th, the company stopped payment, and the petition for winding up was presented on the 11th. The purchase money was paid by the defendants on the 15th; the certificates of the shares were then delivered by the plaintiff and transfers were executed by him to seventeen persons as nominees of the defendants. The transfers could not be registered on account of the winding up. *Held*, on