

DIGEST OF ENGLISH LAW REPORTS.

BANKRUPTCY.

1. A. covenanted with the trustees of a marriage settlement to effect insurance on his life for £2000. A. was insured in two policies of £500 each. On Oct. 29, 1869, A. handed one policy to the trustees, and on Dec. 9, signed a memorandum stating that he delivered up and handed over said two policies to the trustees. Dec. 18, A. was adjudged bankrupt; in Jan. 1870, he handed the second policy to the trustees; and in Dec. 1870, he died. Notice that the policies were claimed by the trustees was given to the insurance offices, after A. was adjudged bankrupt, but before any notice was given by the assignee. *Held*, that the assignee was entitled to the money due on the policies, as they were in the order and disposition of the bankrupt with the consent of the true owners.—*Ex parte Caldwell; In re Currie*, L. R. 13 Eq. 188.

2. The word "due" in the English Bankrupt Act means "presently payable."—*Ex parte Short; In re Percy*, L. R. 13 Eq. 309.

3. Under the English Bankrupt Act of 1869, an execution creditor who has seized the goods of his debtor before petition filed for adjudication of bankruptcy, was *held* entitled to the proceeds. The 87th section of said act referring to traders includes only traders at or after the act came into operation.—*Ex parte Bailey; In re Jecks*, L. R. 13 Eq. 314.

4. Under the English Bankrupt Act the holder of a note signed by two members of a firm, by the firm, and by other persons, was allowed to prove against, and receive dividends from, the estates of the said two partners and against the joint estate of the firm.—*Ex parte Honey; In re Jeffery*, L. R. 7 Ch. 178.

5. A bankrupt who had not received his discharge paid six months' rent in advance to his landlord, who had notice of the bankruptcy. *Held*, that the money could not be recovered from the landlord by the assignee in bankruptcy.—*Ex parte Dewhurst; In re Vanlohe*, L. R. 7 Ch. 185.

6. A debtor promised to call and pay a debt at an appointed time, but failing to obtain money, he did not call, but stayed at his place of business. *Held*, that the debtor had not absented himself with intent to defeat or delay creditors, and therefore had not committed an act of bankruptcy.—*Ex parte Meyer; In re Stepany*, L. R. 7 Ch. 188.

7. A debtor to secure an antecedent debt assigned the whole of his property, except a pension, which would not pass to the trustee in bankruptcy, and could not be taken in

execution by a creditor. *Held*, that the assignment was an act of bankruptcy.—*Ex parte Hawker; In re Keely*, L. R. 7 Ch. 214.

8. Under the English Bankruptcy Act it was *held* that a judgment creditor who seized goods under execution, but had not actually sold them, before adjudication of bankruptcy, was entitled to sell goods and retain the proceeds.—*Slater v. Pinder*, L. R. 7 Ex. (Ex. Ch.) 95; s. c. L. R. 6 Ex. 228; 6 Am. Law Rev. 81.

See PROOF.

BEQUEST.—*See DEVISE; LEGACY; POWER; TENANCY IN COMMON; TRUST; WILL.*

BILL IN EQUITY.

The plaintiff, an Englishman, contracted in France with the defendant A., a Frenchman, for the joint carrying out of certain undertakings. The defendants B. and C. were merchants in London, into whose hands money had come in the course of the transactions. The plaintiff brought a bill praying among other things that an account be taken of the money in the hands of B. & C. under said transactions. The defendants moved that proceedings be stayed until the determination of a suit by the plaintiff against the defendant A. pending before the civil tribunal in France. *Held*, that there being portions of the bill which the defendants were bound to answer, the motion, which was in the nature of a demurrer, must be refused.—*Wilson v. Ferrand*, L. R. 13 Eq. 362.

BILL OF LADING.—*See SALE 1; SHIP.*

BILLS AND NOTES.

1. The maker of a note in 1846 indorsed the note with his name and the year 1866. *Held*, that the indorsement was a sufficient acknowledgment to take the note out of the statute of limitations.—*Bourdin v. Greenwood*, L. R. 13 Eq. 281.

2. The plaintiff, for a consideration paid by A., accepted certain bills drawn by X., which were discounted by the defendant, A. guaranteeing payment. The defendant at the time of receiving the bills had no knowledge whether they were accepted for valuable consideration or not, but before maturity was informed that A. was primarily liable, and the plaintiff only as surety. After this the defendant agreed with A. to hold over for a time the bills which were then payable. *Held*, that the plaintiff was thereby discharged.—*Oriental Financial Corporation v. Overend*, L. R. 7 Ch. 142.

3. Indictment for forging an instrument bearing an I. O. U. for thirty-five pounds purporting to be signed by the prisoner and one W. The latter's name was forged. *Held*, that the in-