amount of the bills, at least if the acceptors have a general lien on securities deposited with them.—*Hickie & Co.'s case*, Law Rep. 4 Eq. 226.

2. A trader, being indebted to the defendant, gave him his acceptance for the amount due. Three days before the acceptance was due, he agreed to give the defendant a bill of sale of all his goods, in consideration of the defendant taking up the acceptance, and in order to cover any further advance by the defendant. The defendant took up the acceptance, and afterwards advanced the trader a further sum. The bill of sale was subsequently executed, whereby all the personal estate of which the trader was or should in future become possessed was assigned to the defendant as security. Less than a year after the date of this bill of sale, but more than a year after the date of the agreement to give it, the trader was adjudicated bankrupt. In trover for the goods by the assignee: *Held,* that the bill of sale gave the defendant a good title as against the plaintiff, both as to the goods acquired before and after the date of the agreement.—*Mercer* v. *Peterson,* Law Rep. 2 Ex. 304.

3. A. delivered to B. a policy of insurance on his own life, as a security for a loan, intending to give B. an interest in the sum insured. No notice of the transaction was given to the insurance office. *Held,* that the policy remained in the order and disposition of A., and that on his bankruptcy his assignee could recover it from B.—*Green* v. *Ingham,* Law Rep. 2 C. P. 525.

4. A. transferred to B., as security for a debt, certain shares in a mine, and covenanted to indemnify B. from all liabilities that might accrue in respect of the shares. A. became bankrupt, and B. was compelled, as shareholder, to pay debts of the company which had accrued before A.'s bankruptcy. *Held,* that B. was not a "surety, or liable for any debt of the bankrupt," nor was A.'s liability under the covenant "a liability to pay money on a contingency" within the 12 & 13 Vic. c. 106, ss. 173, 178; and that therefore A.'s liability on the covenant was not barred by his discharge in bankruptcy.—*Betteley* v. *Stainsby,* Law Rep. 2 C. P. 568.

See Partnership; Priority, 1.

Bastardy.

A dismissal of a bastardy summons on the merits is no bar to a second application, if the dismissal was obtained on false evidence.—*The Queen* v. *Gaunt,* Law Rep. 2 Q. B. 466.

Bill of Lading.

A *bona fide* assignee for value of a bill of lading is entitled to the goods named therein, if he had no notice of fraud or insolvency in the person assigning to him, and if such person had authority to transfer the bill of lading.—*The Argentina,* Law Rep. 1 Adm. & Ecc. 370.

Bills and Notes.

Declaration on the common counts. Plea, that the defendant, with the plaintiffs' consent, had delivered a note on account of the debt to C., who still held it. Replication, on equitable grounds, that C., at the time of the delivery, had been and still was a trustee of the plaintiffs, who were alone beneficially interested in the note, of which the defendant had notice and that the note was overdue and unpaid. *Held,* a good replication. — *National Savings Bank* v. *Tranah,* Law Rep. 2 C. P. 556.

See Bankruptcy, 1; Company, 2.

Bond.—*See* Principal and Surety; Priority, 3.

Bottomry Bond.—*See* Priority, 3.

Charity.—*See* Mortmain.

Charter Party.

1. A charter party provided that the ship should proceed to Sulinah, and there load a full cargo of grain; the cargo to be brought alongside the ship at the charterers' expense and risk; thirty days to be allowed for loading and unloading; detention by ice not to be reckoned as laying days. There are no storehouses at Sulinah; but the grain shipped there is kept at places higher up the Danube, is brought by lighters down the river, and is unloaded into the ships. Six days after the charterer had notice that the ship was ready to load, but before any cargo had been supplied, the river immediately above Sulinah became frozen over, and so remained for two months, the port itself remaining open. *Held,* that as from the circumstances of the port the cargo had to be brought down the river after the arrival of the ship, "detention by ice" extended to detention of the lighters in the river, and the shipowner could not recover damages for the time the river above Sulinah was frozen. *Held,* also, that the shipowner's ignorance of the circumstances of the port did not affect the question, nor did the fact that the charterer by greater diligence might have loaded the ship before the river was frozen, as he was entitled to all the laying days.—*Hudson* v. *Ede,* Law Rep. 2 Q. B. 566.

2. By a charter party for a voyage the cargo was to be loaded and discharged with all dispatch, and freight to be paid on delivery; "the charterer's liability to cease when the cargo is shipped, if the same is worth the freight on arrival at the port of discharge; the captain