

DIGEST OF ENGLISH LAW REPORTS.

to in it, unless referred to in the order under appeal.—*Jenner v. Morris*, Law Rep. 1 Ch. 603.

ARBITRATOR.—*See* AWARD.

ARREST.—*See* PRACTICE, 3.

ASSIGNMENT.

A. assigned to B. marginal receipts of a bank, representing deposits lodged in the bank till advice of payment of bills discounted by the bank. B. notified the bank of the assignment on the same day that A., who was largely indebted to the bank, suspended payment.—*Held*, that, as against the bank, B. was entitled to the amount covered by the marginal receipts, subject only to a set-off of any sums actually due and payable by the bank to A. at the time when the receipts became payable on liabilities contracted before the bank had notice of the assignment.—*Jeffryes v. Agra and Masterman's Bank*, Law Rep. 2 Eq. 674.

ATTORNEY.—*See* SOLICITOR.

AUCTION.—*See* VENDOR AND PURCHASER, 1.

AWARD.

1. To an application for a stay of proceedings under the Common Law Procedure Act, 1854, sec. 11, on the ground that the instrument declared on provides, that, "if any difference should arise between the parties, either in principle or detail," it shall be referred to arbitration, it is no answer that the difference is one of law as to the construction of the instrument.—*Randegger v. Holmes*, Law Rep. 1 C. P. 679.

2. By an agreement under seal, it was stipulated, that, if any dispute should arise concerning the subject matter of the agreement, or the agreement itself, such dispute should be referred to such member of the firm of B. & Co. as that firm should appoint, in accordance with the Common Law Procedure Act, 1854. Disputes having arisen, B. & Co. appointed a member of their firm arbitrator, and he made his award. *Held*, that there was sufficient submission in writing to be made a rule of court under the Common Law Procedure Act, 1854, sec. 17.—*Re Willcox v. Storkey*, Law Rep. 1 C. P. 671.

3. By charter-party between ship-owner and charterers, it was agreed, that, should any dispute arise, it should be referred. The owner sued for freight, and the charterers preferred a cross claim for damages resulting from the captain's misconduct; and, being willing to refer all matters to arbitration, the court, at their request, stayed proceedings under the Common Law Procedure Act, sec. 11.—*Seligmann v. Le Boutillier*, Law Rep. 1 C. P. 681.

BAILMENT.—*See* BILL OF LADING.

BILL OF LADING.

1. A. was indorsee of a bill of lading, drawn in a set of three, of cotton, which had been lately landed, under an entry by A. at a sufferance wharf, with a stop thereon for freight; on March 4, A. obtained from M. an advance on the deposit of two copies of the bill, M. assuming the third to be in the master's hands; on March 6, the stop for freight being then removed, A. obtained from B. an advance on the deposit of the third copy of the bill which A. had fraudulently retained. On March 11, B., knowing of M.'s prior advance, sent his copy of the bill to the wharf, and had the cotton transferred into his own name, and afterwards sold it, and received the proceeds. *Held*, that the bill of lading, when deposited with M., retained its full force, though the cotton had been landed and warehoused; and there was a valid pledge of the cotton to M., and he could sue B., either for conversion of the cotton, or for the proceeds of the sale.—*Meyersstein v. Barber*, Law Rep. 2 C. P. 38.

2. H. requested W. to purchase cotton for him in W.'s name. W. agreed, employing (with H.'s knowledge) as a broker, C., who knew that W. was an agent; and W. became liable on a series of contracts, the first of which was due Sept. 9. Cotton failing, C. refused to take up the contracts unless secured from loss; and, on Sept. 26, H. deposited with W., who deposited with C., a bill of lading of goods belonging to a foreign firm, of which H. was factor. On the same day, C. made a first payment on account of W.'s indebtedness, and continued to make payments. H. became insolvent. *Held*, that the deposit of the bill of lading by H. was not made in respect to an antecedent debt of H. to W. within the meaning of the Factors' Act, and was binding on the foreign firm.—*Jewan v. Whitworth*, Law Rep. 2 Eq. 692.

See FREIGHT, 1, 2; SHIP, 1; STOPPAGE IN TRANSITU.

BILLS AND NOTES.—*See* CONTRACT, 1; PRACTICE, 2.

BOUNDARY.—*See* DEED, 1.

CAPITAL.—*See* SEPARATE ESTATE.

CHARTER PARTY.

A charter-party provided that the ship should "with all convenient speed (on being ready), having liberty to take an outward cargo for owners' benefit direct, or on the way, proceed to E., and there load a full cargo." This the freighters bound themselves to ship. The ship deviated to C., and arrived at E. a few days