possession of the coals, but was ejected by the debtor. *Held*, that the letter constituted an equitable transfer of the coals; that the creditor was entitled to demand possession; and that, after he took possession, the coals ceased to be in the order and disposition of the debtor with consent of the true owner; and that, therefore, the creditor was entitled to the coals against the debtor's trustee in bankruptcy.—*Ex parte Montagu. In re O'Brien*, 1 Ch. D. 554.

8. Creditors to whom £287 were due agreed to give the debtor further time and further credit for goods to be supplied by them, so that the whole amount owing should not exceed £500, upon having the moneys owing or to become owing secured by an assignment of the whole of the debtor's property. The debtor made the assignment, and received advances to an amount exceeding in all the £500. *Held*, that the assignment was not an act of bankruptcy. *Ex parte Sheen. In re Wisstanley*, 1 Ch. D. 560.

9. At a meeting of creditors of a bankrupt, it was agreed that a composition of 3*s.* in the pound should be accepted in satisfaction of the bankrupt's debts; that such composition should be payable by three instalments, in three, six, and twelve months; and that S. be accepted as security. The plaintiffs accordingly received three joint and several notes signed by the bankrupt and S. for the amount of their debt; and they signed a receipt for the notes, expressed as "being a composition of 3*s.* in the pound, and in discharge of our debt." The first note was not paid, and the plaintiffs brought an action for the whole of their original debt without having called upon S. *Held*, that the plaintiffs were entitled to maintain the action. The *composition* was accepted in discharge of the debt, and composition involves the fact of payment.—*Edwards* v. *Hancher*, 1 C. P. D. 111.

10. M. handed the defendant a bill of lading of certain cases of brandy, and requested him to land and warehouse the brandy in his own name. This the defendant did, and paid the expenses. A few days later, a bill given by M. for the hire of a vessel from the defendant fell due; and the defendant, at the request of M., took M.'s acceptance at seven days for the amount of said bill and said expenses, on receiving authority from M. to sell the brandy if the bill should not then be paid. The bill was not paid; and the defendant sold the brandy, which was, in fact, the whole property of the defendant. M. went into bankruptcy; and his trustee brought trover against the defendant for conversion of the brandy, on the ground that there had been a fraudulent "conveyance, gift, delivery, or transfer" within the Bankruptcy Act, 1869, § 6, subs. 2. *Held*, that the transaction was not within the act, and was valid.—*Philps* v. *Hornstedt*, 1 Ex. D. 62; s. c. L. R. 8 Ex. 26.

See Custom; Mortgage, 1; Voluntary Settlement.

Barratry.—*See* Danger of the Seas.

Bequest.—*See* Charitable Bequest; Condition, 1; Devise; Election, 1; Executors and Administrators; Illegitimate Children; Legacy; Marshalling Assets; Will, 3.

Bill in Equity.

An original bill was filed in England by a foreign republic; and a cross-bill was filed by E., one of the defendants, against the republic and its president, making the president a defendant for the purposes of discovery. E. then made a motion that the original suit might be stayed until the defendants in the second suit had appeared and answered. Motion refused. It seems that the republic was bound to produce some person who can give the proper discovery.—*Republic of Costa Rica* v. *Erlanger*, 1 Ch. D. 171.

Bill of Lading.—*See* Danger of the Seas.

Bills and Notes.

The holder of a dishonored bill of exchange released his claims against the acceptor, but reserved "his entire claims against any obligants other than the acceptor." *Held*, that, as the acceptor of the bill was not discharged from his liability to the endorsers, the endorsers were liable to the holder.—*Mair* v. *Crawford*, L. R. 2 H. L. Sc. 456.

See Bankruptcy, 1, 9; Lien.

Broker.

1. Trover for conversion of thirteen bales of cotton. B. induced the plaintiffs by fraudulent representations to sell him certain cotton. The defendant, a broker, purchased the cotton of B., stating that he would send in the name of his principal in the course of the day. The defendant purchased the cotton in the expectation that a certain customer would want it. The customer accepted the cotton; and the defendant sent B. an order for delivery of the cotton, in which said customer was named as principal. The latter received the cotton, and paid the defendant, who paid B. The judge left it to the jury whether the cotton had been bought by the defendant in the course of his business as broker, and whether he dealt with the goods as agent for his principal. Both questions were answered in the affirmative; and the judge directed a verdict for the defendant. A rule was granted to enter verdict for the plaintiffs, and was made absolute. On appeal to the Exchequer Chamber, the judges were equally divided in opinion. This appeal was then brought. *Held*, that the defendant had been guilty of conversion of the cotton, and was liable in trover.—*Hollins* v. *Fowler*, L. R. 7 H. L. 757; s. c. L. R. 7 Q. B. (Ex. Ch.) 616; 7 Am. Law Rev. 286.

2. The defendant, a merchant in Liverpool, employed the plaintiffs, tallow-brokers in London, to buy fifty tons of tallow for him in