

DIGEST OF ENGLISH LAW REPORTS.

ceeds. Later, J. became bankrupt. The cotton was sold before J.'s bankruptcy; the coffee did not arrive till afterwards, and after the acceptances had been paid, but was then sold, J. being in G.'s debt. *Held*, a case of mutual credits. (KELLY, C. B., *dissentiente* as to the coffee.) (Judgment of Common Pleas reversed. Exch. Ch.)—*Asitley v. Gurney*, L. R. 4 C. P. 714.

3. A. sued B., C., and D. on a joint debt. The defendants pleaded a set-off. (12 & 13 Vict. c. 106, s. 171.) A. replied that before plea D. had become bankrupt. *Held*, a good replication.—*New Quebrada Co. v. Carr*, L. R. 4 C. P. 651.

4. Although a bankrupt's shares in a bank have been declared forfeited by the bank for a debt due to it, the bank may prove for the full amount of its debt; and the forfeiture, if questioned, must be tried in an independent proceeding.—*Ex parte Rippon*, L. R. 4 Ch. 639.

5. After a company was ordered to be wound up, some of its debts were bought by contributors for much less than the sums actually due. *Held*, that the full amount of the debts might be proved for.—*In re Humber Ironworks Co.*, L. R. 8 Eq. 122.

See COSTS, 1; FIXTURE, 1; INTEREST.

BENEFIT SOCIETY.

Among rules, mostly those of a Friendly Society, was this: "Any free or non-free member or members leaving his or their employment under circumstances satisfactory to the branch or executive council shall be entitled to the sum of 15s. per week." An officer of the society testified that members would not be allowed to go where there were strikes, if they could prevent them, and that money would be granted to send them another way. *Held* (per COCKBURN, C.J., & MELLOR, J.; HANNEN & HAYES, JJ., *dissentientibus*), that, taking the rules with the evidence, one of the purposes of this society was to support strikes, and was illegal as in restraint of trade.—*Farrer v. Close*, L. R. 4 Q. B. 602.

BILL OF LADING—See SALE.

BILLS AND NOTES.

In an action against M., as an indorser of a bill of Exchange, brought by a *bona fide* holder for value, the jury was instructed that "if the defendant's signature was obtained upon a fraudulent representation that it was a guarantee, and the defendant signed it without knowing that it was a bill, and under the belief that it was a guarantee, and if he was not guilty of any negligence in so signing the paper, he was entitled to the verdict."—

Held, that the direction was right.—*Foster v. MacKinnon*, L. R. 4 C. P. 704.

See CHEQUE.

CHEQUE.

1. If there are not effects in a bank on which a cheque is drawn sufficient for its payment when presented, and it is presented at the time when the drawer has reason to expect it will be, and he has no ground to expect that it will be paid, he is not entitled to notice of dishonor; although at the time of drawing it, but before the agreed time of presentment, there were sufficient effects.—*Carew v. Duckworth*, L. R. 4 Ex. 813.

2. June 4, A. drew a cheque on H. & Co. at Falmouth, in favor of defendant, who transferred it to the plaintiffs, his bankers at Truro, on the 5th. On the same day the plaintiffs sent the cheque to B. & Co., their agents in London, who received and presented it on the 6th to H. & Co.'s agents in London. On the same day H. & Co.'s agents forwarded the cheque to H. & Co., who received it on the 7th. On that day H. & Co.'s agents in London failed. On the 7th B. & Co. wrote to H. & Co. to return the cheque or to pay it. On the 8th H. & Co. wrote, declining to do either, and stopped payment on the 9th. The plaintiffs gave defendant notice of dishonor on the 9th. *Held*, that defendant was liable. The cheque was presented, and notice of dishonor was given, in due time.—*Prideaux v. Criddle*, L. R. 4 Q. B. 455.

See PRINCIPAL AND AGENT.

CLUB—See COMPANY, 2.

CODICIL.

At a testator's death there was found what purported to be a codicil to his last will and testament, which referred only to the dispositions of a deed of gift. Before the deed he had executed several wills, none of which were found. *Held*, that the codicil should be admitted to proof.—*Black v. Jobling*, L. R. 1 P. & D. 685.

See WILL, 2.

COLLISION.

Two steamships, the Q. and the R., each under the charge of a compulsory pilot, came into collision in the Thames. The Q. was solely to blame, and after the collision she rendered no assistance to the R., and showed no excuse for having failed to do so. *Held*, that the owners of the Q. were liable, although she had a pilot on board. The master was "the person in charge" of the Q. at the time under 25 & 26 Vic. c. 63, s. 33.—*The Queen*, L. R. 2 A. & E. 351.