3. The plaintiff in a suit became bankrupt, and the suit was revived by his assignee, who employed a different solicitor. A decree was afterwards made. *Held*, that the solicitor of the original plaintiff must produce the documents in his possession which were necessary for drawing up the decree, notwithstanding his lien on them for costs, though the documents were not strictly in evidence in the case.—*Simmonds* v. *Great Eastern Railway Co.*, Law Rep. 3 Ch. 797.

4. An attorney who has been discharged by his client can set up a lien for costs as a reason for not producing or delivering up the papers on which he claims the lien, though his client be thereby embarrassed, and this lien extends to all costs due him from the client. *Secus*, if the attorney discharges himself. *In re Faithful*, Law Rep. 6 Eq. 325.

See Contempt, 1; Husband and Wife, 2; Lunatic, 1.

Average—*See* Insurance, 2.

Award.

1. Evidence of an arbitrator is admissible in explanation of his award, and if it appears that he has mistaken either the subject matter referred to him, or the legal principle affecting the basis on which the award is made, the award will be set aside or referred back to him.—*In re Dare Valley Railway Co.*, Law Rep. 6 Eq. 429.

2. *Semble* (*per* Kelly, C.B., Martin and Channell, BB), that it may be shown by the evidence of an arbitrator that the award includes an amount for something over which he had no jurisdiction —*Duke of Buccleuch* v. *Metropolitan Board of Works*, Law Rep. 3 Ex. 306.

3. The plaintiff agreed to row a race with K., each to deposit a stake with the defendant, and "the decision of the referee to be final." There was a default in the start, and the referee ordered K. to inform the plaintiff that, if he did not start, K. was to row over the course without him. K. rowed over the course without communicating this order to the plaintiff or giving him any opportunity to start, and the referee, without any injury, ordered the stakes paid to K. *Held*, that the referee's order was conditional on its being communicated to the plaintiff; that, never having been communicated, there never was such a start or race as was contemplated; that, therefore, the referee's jurisdiction to award the stakes had not attached; that his decision was not final; and that the plaintiff was entitled to recover his deposit from the defendant.—*Sadler* v. *Smith*, Law Rep. 4 Q. B. 214.

Bailment—*See* Collision, 4.

Bank—*See* Interest, 2.

Benefit Society—*See* Friendly Society.

Bill of Lading.

The assignees for value of a bill of lading can sue ship-owners in the admiralty for neglect in properly carrying the goods, on the grounds, (1) under 24 Vic. c. 10, s. 6, and 18 & 19 Vict. c. 111, s. 1, of breach of contract; (2) under the former section, of negligence —*The Figlia Maggiore*, Law Rep. 2 Adm. & Ecc. 106.

See Freight, 2, 4; Sale, 1.

Bills and Notes.

1. *Semble*, that the following document: "July 15, 1865. On 1st of August next, please pay to A. or order £600, on account of moneys advanced by me to the S. company. To Mr. W., official liquidator of the company," is a negotiable bill of exchange.—*Griffin* v. *Weatherby*, Law Rep. 3 Q. B. 753.

2. The following promissory note was signed by the secretary of a corporation: "On demand, I promise to pay A. fifteen hundred pounds. For Mistley Railway Company. John Sizer, secretary." *Held* (*per* Kelly, C. B. and Pigott, B.; Cleasby, B., *dubitante*), that John Sizer was not personally liable.—*Alexander* v. *Sizer*, Law Rep. 4 Ex. 102.

3. The directors of a company gave to J. H., for value, an instrument under the company's seal, headed "debenture," by which the company "undertake to pay to the order of J. H., on 1st July, 1867," £1,000, with interest half-yearly, on presentation of the annexed coupons. *Held*, that an indorsee for value of this instrument was entitled to prove on it against the company free from equities between H. and the company. *Semble*, that the instrument was a promissory note.—*In re General Estates Co.*, Law Rep. 3 Ch. 758.

4. One who takes up an accepted bill *supra* protest for the honor of the drawer can sue the acceptor, and the acceptor cannot plead in defence a right of set-off against the drawer.—*In re Overend, Gurney & Co. ex parte Swan*, Law Rep. 6 Eq. 344.

5. A bank, the holder of a bill of exchange at maturity, commenced actions against B., the acceptor, and C., an indorser. On March 21, C paid the amount due, and proceedings were ordered to be stayed in the action against him on payment of costs; these were paid on April 13, and the bank then gave the bill to C., who delivered it to the plaintiffs in payment of a debt due from him. Judgment was