and those claiming under him; and the defendant was entitled as against the plaintiffs.—*General Finance, Mortgage, and Discount Co.* v. *Liberator Permanent Benefit Building Society*, 10 Ch. D. 15.

2. A. W. bequeathed her residuary personal estate, consisting of a mortgage on real estate of £3,000, to trustees for the benefit of several persons, and in reversion for W. H. The trustees continued to let the property lie in the mortgage. In 1861, W. H. mortgaged his reversionary interest, to secure a debt and interest. In 1871, he died, having paid no interest on the debt, and without other property than the reversion. In 1877, the reversion fell in. *Held*, that the mortgagee was entitled to interest from the date of the loan, out of the fund. W. H.'s mortgage was not a charge on real estate within the Statute of Limitations, 3 & 4 Will. IV., c. 27.—*Smith* v. *Hill*, 9 Ch. D. 143.

3. B. & S., partners, petitioned in liquidation. B. had personal assets, consisting of household furniture in his dwelling, and personal creditors. The joint creditors granted a discharge. B.'s separate creditors never had. The trustee in liquidation for the firm suffered B., by indulgence, to retain his furniture in his house, and B. subsequently mortgaged it to defendants, who took possession, and B. afterwards filed another petition. The second trustee laid no claim to the furniture, and, the defendants having sold it, the first trustee sued for the proceeds. *Held*, that he was entitled. Leaving the furniture with the debtor did not show *laches* in the trustee, such as to make the defendants think it was the debtor's.—*Meggy* v. *The Imperial Discount Co., Limited*, 3 Q. B. D. 711.

4. By the Bills of Sale Act, 1854 (17 & 18 Vict., c. 36, § 1), a bill of sale of personal property not registered, "shall, as against all assignees of the estate and effects of the person whose goods . . . are comprised in such bill of sale under the laws relating to bankruptcy, be null and void," so far as regards goods "which, at the time of such bankruptcy, shall be in the possession, or apparent possession, of the person making such bill of sale." A mortgage of trade-fixtures and loose chattels was made by two partners, but not registered. After a year, the firm dissolved, and one went on alone. Six months after, he took an assignment of the other's part of the mortgaged property. Three months afterwards, he went into liquidation. There was no evidence of consent, on the part of the mortgagee, to the transfer of possession. *Held*, that the trustee in liquidation took the loose chattels and half the fixtures.—*Ex parte Brown. In re Reed*, 9 Ch. D. 389.

5. In 1875, C. borrowed of S. £1,000, and gave a memorandum that he had deposited two policies of insurance on his life with S., as security therefor, and that, on request, he would execute a valid mortgage thereof to S. C. pretended that he had left one of the policies at home, by mistake, and S. lent the money and completed the transaction, on C.'s promise to send the policy next day. It turned out that the other policy had been deposited with one T., in 1871, by way of equitable mortgage for a loan. Notice of an "assignment" of a policy is necessary to bind the company, by the Policies of Assurance Act, 1867 (30 & 31 Vict. c. 144). S. gave due notice of his transaction. T. gave no notice. *Held*, that the transaction with S. was not an "assignment" within the Act, and hence T., who had possession of the policy, was entitled, as against S., although T. had given no notice.—*Spencer* v. *Clarke*, 9 Ch. D. 137.

6. B., the plaintiff, advanced £500, through his solicitor, R., the defendant, towards a loan of £800, to one K., on a deposit of title-deeds to be made with B. through R. R. advanced the other £300, and took a mortgage in his own name. R. subsequently deposited the deeds with the U. Bank, and got a loan thereon of £400. The Bank said they had no knowledge of B.'s interest in the title-deeds. R. became bankrupt. *Held*, that B., for his £500, had priority over the bank's security. R. got from B., also, an advance on some houses belonging to R.'s father's estate, the legal estate of which was outstanding. R.'s sister, W., was interested in the estate, and he acted as her solicitor. He deposited the title-deeds with B. W., becoming dissatisfied with R.'s management, insisted on a settlement, and it was arranged that R. should make a mortgage of all his interest in the estate to W. This mortgage was put on record. R. acted as W.'s solicitor. *Held*, that W. must have been affected with knowledge of B.'s claim through employing R. as her solicitor, and B.'s security had priority.—*Bradley* v. *Riches*, 9 Ch. D. 189.

7. In 1868, T. assigned in mortgage some life policies to F. & G., his solicitors. T. died in 1869 and left all his property to his wife and appointed her executrix. F. & G. paid themselves out of the policies and had a surplus left. T. had creditors and turned out insolvent. In pursuance of a suit by the executrix, at the instance of K., a judgment creditor, against F. & G., a decree was made, finding a balance due from them on a mortgagor and mortgagee account. The executrix then died, leaving F. as her executor, who was also her sole legal representative. K. was substituted as plaintiff. F. & G. wished to be allowed, against the balance in their hands, some simple-contract debts which they set up. Refused.—*Talbot* v. *Frere*, 9 Ch. D. 568.

See Solicitor, 1.

Name.—See Will, 12.

Necessaries.—See Husband and Wife.

Negligence.

1. A dock company, required, by Act of Parliament, to maintain an embankment at a certain height, failed to do so. An extraordinary high tide came, and the water flowed over the embankment several inches above the height at which the company was required to keep the embankment, and injured the plaintiff's property. *Held*, that the company was liable, but it might show that the damage