*Bankruptcy.*—1. A gas-light company does not come within the words "landlord or other person to whom any rent is due from the bankrupt," in § 34 of the Bankruptcy Act, 1869, although the sum due the company for gas is, in one section of the Gas Works Clauses Act, spoken of as rent, and the special act under which the gas company was organized gives it power to levy by distress for such sums.—*Ex parte Hill. In re Roberts*, 6 Ch. D. 63.

2. Certain traders being in contemplation of bankruptcy, and wishing to raise money, arranged with one S. to draw bills on them, which they accepted. S. then sold the bills, amounting to £1,717, to Jones, the appellant, for £200. Jones was a discounter of bills, but never had bought any before this transaction. He had refused to discount these bills. He supposed the acceptors could not pay in full, and might, by inquiry, have found out their true condition. He knew that they had assets; and on their going, three days afterwards, into bankruptcy, he claimed to prove for the full face of the bills. The County Court in bankruptcy restricted the proof to the £200 paid for the bills; the Chief Judge reversed this, and allowed proof on the face of them; the Court of Appeal reversed the Chief Judge's order; and, on appeal to the House of Lords, *held*, that proof for £200 only could be allowed, as Jones must be held to have had knowledge of the fraud on the part of the maker and acceptors of the bills.—*Jones* v. *Gordon*, 2 App. Cas. 616; s. c. 1 Ch. D. 137.

3. In a marriage settlement, M., the intending husband, assigned a policy on his life, for the benefit of his wife, to the trustees, and covenanted to pay the premiums. At the same time, a fund was set apart, out of which the premiums were to be paid, in case M. failed to pay them. May 8, 1871, M. went into bankruptcy, and from that time the premiums were paid out of the fund. May 15, 1874, the trustees of the settlement had the value of M.'s covenant to pay the premiums estimated, and proved the amount, £2,052 8*s*., as a claim against his estate. April 13, 1876, a dividend of 10*s*. was declared on M.'s estate; but before the receipt for this percentage on the above £2,052 8*s*. was signed by the trustees of the settlement, M. died. The amount paid for premiums out of the wife's fund had been £766 5*s*. *Held*, that the trustees of the settlement should receive only £766 5*s*. actually paid out in lieu of the dividend on £2,052 8*s*. already declared.—*In re Miller. Ex parte Wardley*, 6 Ch. D. 790.

*Bequest.*—A testatrix gave to a charity all her household furniture, pictures, goods, chattels, trinkets, jewelry, and effects which might be in her dwelling-house, and also all her ready money, money at the bankers, and money in the public funds of Great Britain, and also all other of her personal estate and effects which she could by law bequeath to such an institution. Her personal property amounted to about £100,000, and her real to about £50,000. The will contained nothing but this bequest, and the appointment of executors. *Held*, that the bequest to the charity was specific, and that the debts, expenses, and costs must be paid first out of the personal estate undisposed of, then out of the real estate; but that the heirs having no interest in the probate of the will, the real estate was not in any event liable for the probate duty which must come out of the charitable bequest. The unpaid premium on a long lease, which the testatrix had sold some time before her death, was declared realty.—*Shepheard* v. *Beetham*, 6 Ch. D. 597.

*Bill of Lading.*—See *Mortgage*.

*Bills and Notes.*—See *Bankruptcy*, 2; *Husband and Wife*, 1.

*Burden of Proof.*—See *Presumption*.

*Charity.*—See *Bequest*.

*Charter-Party.*—By charter-party, the vessel V. was let by the defendant to the plaintiffs for six months, to "be placed under the direction of the charterers," "for the sole use of the charterers," "commencing from the vessel's being ready . . . to be at the disposal of the charterers." "The charterers to have the whole reach of the vessel's holds . . . including passengers' accommodation, if any, sufficient room being reserved to the owners for the crew," &c.; the crew to "render all customary assistance in loading and discharging." "The captain to sign all bills of lading . . . to follow the instructions of the charterers . . . as regards loading," &c. The owners hired the master and men, and paid their wages. "The captain to furnish the charterers . . . when required, a true daily copy of the log," &c. While at sea, under this charter-party, the V. went to pieces, and the cargo was lost, through the negligence of the master and crew; and the question was, whether the master and crew were the servants of the owners or of the charterers. *Held*, that they were the servants of the owners, and the latter must pay for damage resulting from their negligence.—*The Omoa & Cleland Coal & Iron Co.* v. *Huntley*, 2 C. P. D. 464.

[To be continued.]