

## DIGEST OF ENGLISH LAW REPORTS.

## BANKRUPTCY.

1. The Court of Bankruptcy has no power to set aside a deed given to the receiver and trustee, as security for costs, after a composition, although the deed be alleged to have been obtained by duress or pressure.—*Ex parte Lyons, In re Lyons*, L. R. 7 Ch. 494.

2. W. D. assigned his property in bankruptcy. He did business in England under the name of D. & Co., and in Brazil under that of D., L. & Co. In Brazil he went through a proceeding corresponding to bankruptcy, according to which the creditors of D., L. & Co. would have priority. Holders of bills drawn by D., L. & Co. upon D. & Co., and accepted by the latter, proved in Brazil and received a dividend. They then claimed to prove in England. *Held*, that they could receive nothing further, till the other creditors in England had received a proportionate dividend.—*Ex parte Wilson, In re Douglas*, L. R. 7 Ch. 490.

3. Defendant's assignee of a lease became bankrupt, and the trustee in bankruptcy disclaimed the lease under section 23 of the Bankruptcy Act, which enables trustees of bankrupts' property to disclaim and surrender, among other property, an unprofitable lease. In an action by the original lessor, *held*, that the lessee was liable for rent.—*Smyth v. North*, L. R. 7 Ex. 242.

See FORFEITURE, 2, 3; MORTGAGOR AND MORTGAGEE.

BARGEMAN.—See COMMON CARRIER.

## BARRISTER.

N. being a barrister and advocate in India, was reported to the high court of judicature, by the judge of the district court, as guilty of professional misconduct. Upon an order to him to show cause, it was shown that he had procured a client of his to write a letter to a firm of bankers asking for a loan on her indigo business, with a view to getting some of his fees out of said loan; and also that he had procured his said client to indorse some promissory notes as administratrix, on the strength of an application he had made for her appointment as such, which application afterwards failed, for the reason that she was not legally eligible to the office. *Held*, that his conduct did not amount to that degree of *mala praxis* sufficient, in India, to warrant a suspension from practice for five years.—*Newton v. The Judge of the High Court, North-western Provinces*, L. R. 4 P. C. 18.

BEQUEST.—See CONSTRUCTION, 1; WILL, 4, 6, 7.

BELLIGERENT WATERS.—See CONSTRUCTION OF STATUTE.

## BIGAMY.

A. having a wife living, went through a due form of marriage with a former wife's niece. *Held*, that he was guilty of bigamy, notwithstanding the fact that the attempted marriage would have been void, *in seipso*.—*The Queen v. Allen*, L. R. 1 C. C. R. 365.

BILL IN EQUITY.—See EQUITY.

BILL OF LADING.—See FREIGHT.

BLOCKADE.—See CONTRACT, 1.

BREACH OF COVENANT.—See LANDLORD AND TENANT, 1.

BREACH OF TRUST.—See EQUITY.

BUILDER.—See LIABILITY OF BUILDER.

BURDEN OF PROOF.—See PRACTICE, 6.

BUYER AND SELLER.—See SALE.

CAB-DRIVER.—See BAILOR AND BAILEE.

CARRIER.—See COMMON CARRIER.

CHARITABLE FUND.—See CY PRES.

CHARITY.—See CY PRES; WILL, 9.

CHARTERER.—See SALVAGE, 1.

## CHARTER-PARTY.

Plaintiffs made a charter party with the defendant that the latter's ship should proceed to a certain port and load with coals, and deliver the same at a given place on being paid a fixed freight. Until the end of September the ship was to load with A. or B., at captain's option; after September with B. In September plaintiffs refused to load with A. *Held*, that the refusal discharged defendant from the charter-party entirely.—*Bradford et al. v. Williams*, L. R. 7 Ex. 259.

See CONTRACT, 1; FREIGHT.

CHECK.—See DONATIO CAUSA MORTIS.

CHILDREN.—See WILL, 10.

CHRISTIAN RELIGION.—See CUSTODY OF CHILD.

CIVIL CODE OF LOWER CANADA.—See LIABILITY OF BUILDER.

CODICIL.—See LEGACY, 1.

COLLATERAL.—See COMPANY, 4.

## COLLISION.

1. The sixteenth article of the Admiralty Rules, which provides that "every steamship when approaching another ship so as to involve risk of collision, shall slacken her speed," applies only to cases of continuous approach; and when one of two steamers which "are meeting end on end so as to involve risk of collision," duly ports her helm so as to bring them port light to port light, she need not slacken speed, and is not to blame for collision.—*The Owners of the Screw Steamship Jesmond v. The Owners of the Screw Steamship Earl of Elgin*, L. R. 4 P. C. 1.

2. A steamer moved from her moorings at night, and lay athwart the stream, so that her