to the defendant. After the time for completion of the contract, P. paid the residue of the purchase-money to the defendant, and received from him a conveyance of the property, without notice to the plaintiff. Upon a bill to make the defendant liable for the loss occasioned thereby, *held*, that the plaintiff having taken no steps to complete the contract, had no claim on the defendant.—*M'Creight* v. *Foster*, L. R. 5 Ch. 604.

2. A debtor assigned his property for the benefit of his creditors in consideration of their covenanting not to take proceedings against him for three years; the indenture provided that such creditors as should not sign it within six months should be excluded from its benefits. One of the creditors neglected to sign, but acquiesced in it, and abstained from proceedings against the debtor. *Held*, that he was entitled in equity to participate in the benefits of the deed.—*In re Baber's Trusts*, L. R. 10 Eq. 554.

See Estoppel, 1; Landlord and Tenant, 3; Patent, 1.

Assault.—*See* Criminal Law, 1; Master and Servant, 1.

Attornment.—*See* Landlord and Tenant, 1.

Award.—*See* Arbitration.

Bankruptcy.

By sec. 13 of the Bankruptcy Act, 1859, the court has power at any time after presentation of a bankruptcy petition to restrain further proceedings in any action, suit, or other legal process against the debtor in respect of any debt proveable in bankruptcy. *Held*, that this gave no power to restrain an action against the debtor jointly with another. —*Ex parte Isaac*, L. R. 6 Ch. 58.

See Conflict of Laws, 1; Fraudulent Conveyance.

Bill of Lading.—*See* Evidence.

Bills and Notes.

1. A promissory note for £500 payable in eight months was given to a company by B. and a surety. There was a current account between B. and the company, which was continued for three years after the date of the note. The items to the credit of B. were more than sufficient to satisfy all that was due to the company at the date of the note, but on the whole account a balance was due to the company. *Held*, that the presumption was that the note was given for money then due, and that the burden was on the payee to prove that it was intended to be a running security for the balance from time to time.—*In re Boys*, L. R. 10 Eq. 467.

2. The defendant accepted the plaintiff's bill, and the plaintiff gave him a written promise that, if any circumstances should prevent him from meeting the bill, the plaintiff would renew it. The defendant was prevented from meeting it, and within a reasonable time after it became due applied to the plaintiff to renew it; he refused. *Held* (Cleasby, B., dissenting), that this was a good defence to an action on the bill.—*Millard* v. *Page*, L. R. 5 Ex. 312

See Charge, 1; Security.

Breach of Promise.—*See* Contract, 4.

Broker.—*See* Principal and Agent, 1.

Burden of Proof—*See* Bills and Notes, 1; Master and Servant, 1.

Carrier.

H. represented to the plaintiff that he had obtained an order for goods from C. T. & Co., of 71 George Street, Glasgow; and the plaintiff on the next day sent the goods by a carrier to that address. There was no such firm, but H. had made arrangements to receive at that place letters, &c., directed to it. The carrier following the regular course of business, sent a notice to that address of the arrival of the goods. H. received the notice, indorsed it in the name of C. T. & Co., and so obtained the delivery of the goods, which he applied to his own purposes. *Held*, that the carrier had delivered the goods to the person who represented himself to the plaintiff as C. T. & Co., and, being guilty of no negligence, was not liable for their loss. *M'Kean* v. *M'Ivor*, L.R. 6 Ex. 36.

Charge.

1. The New Orleans Bank drew a bill for £2000 on the Bank of Liverpool in favor of the plaintiffs, who bought it on the faith of representation by the cashier of the N. O. Bank that funds sufficient to meet it were then lying in the Bank of Liverpool, specifically appropriated to that purpose. Before acceptance, the N. O. Bank suspended payment. *Held*, that no charge was created upon the funds of the New Orleans Bank in the Bank of Liverpool.—*Thompsan* v. *Simpson*, L. R. 5 Ch. 659; s. c. L. R. 9 Eq. 497.

2. Testator devised all his real estate upon trust to pay to his housekeeper 12*s*. per week, and the remainder of the rents and profits upon other trusts. He had no freehold estate, but he had leaseholds which he believed to be freehold. *Held*, that the leaseholds were charged with the payment of 12*s*. per week.—*Gully* v. *Davis*, L. R. 10 Eq. 562.

See Annuity; Exoneration; Lien, 1.