

DIGEST OF ENGLISH LAW REPORTS.

BANK.

1. The O. bank kept a loan account, a discount account, and a general account with the A. bank. The former bank was in the habit of borrowing from the latter, and depositing from time to time securities to meet these loans, which were entered to the loan account. The O. bank accordingly deposited three bills with the A. bank as security against certain drafts which it requested the A. bank to honor. *Held*, that the A. bank might hold the bills for the balance of the general account.—*In re European Bank. Agra Bank Claim*, L. R. 8 Ch. 41.

2. The plaintiff had a deposit on an account with the L. branch, and was indebted on another account at the B. branch of a bank. He drew against his account at the L. branch, but the bank set off his indebtedness at the B. branch. *Held*, that the bank was entitled to set off the indebtedness at the B. branch against the deposit at the L. branch.—*Garnett v. McKewan*, L. R. 8 Ex. 10.

See HUSBAND AND WIFE.

BANKRUPTCY.

1. In December, 1870, W. bought of C. ten hogsheads of whiskey in bond at a warehouse, subject to the order of C. On February 19, 1872, W. wrote to C. directing him to send a specified hogshead, and enclosing a check in payment of duty and warehouse and clearing charges. On February 26, 1872, C. filed a petition in bankruptcy, at which time said hogshead was still in the warehouse subject to C.'s order, but transferred to the credit of W. on the books of C. *Held*, that said hogshead was not within the "possession, order, or disposition of the bankrupt by the consent and permission of the owner" within the meaning of the Bankruptcy Act, as possession had been demanded with a *bond fide* intention of taking possession before the bankruptcy.—*Ex parte Ward. In re Couston*, L. R. 8 Ch. 144.

2. L., knowing that his bankruptcy was pending, drew all his balance at the banker's and deposited it, on January 7, 1871, with K., his accountant, to whom a considerable sum was owing. K. refused to accept the money unless L. authorized him to pay himself his debt. L. authorized K. accordingly, having in fact drawn said balance that it might not be attached by creditors. K. had made no demand that his debt should be paid subsequent to December 23, 1870. *Held*, that drawing said balance from the bank as aforesaid, was an act of bankruptcy, and said payment to K. a fraudulent preference.—*Ex parte Halliday. In re Liebert*, L. R. 8 Ch. 283.

3. H. sold three hundred and thirty tons of bleaching powder to E., to be delivered thirty tons per month. The November instalment was

delivered, but not paid for. In December, the month in which the last instalment was due, E. called a meeting of his creditors, and declared himself insolvent. Thereupon H. wrote, "we refuse to deliver any more bleaching powder upon contract." E. became bankrupt, and the trustee claimed damages from H. for breach of contract. *Held*, that though E.'s insolvency did not put an end to the contract, H. was not bound to deliver any more powder until the price of both November and December instalments was paid; and that said letter did not constitute a breach of the contract.—*Ex parte Chalmers. In re Edwards*, L. R. 8 Ch. 289.

See BILLS AND NOTES; INDICTMENT; PRINCIPAL AND AGENT, 2; PRIORITY, 1.

BEQUEST.—See DEVISE; LEGACY.

BILL IN EQUITY.—See EXECUTORS AND ADMINISTRATORS, 1; INJUNCTION, 2.

BILL OF SALE.—See DESCRIPTION.

BILLS AND NOTES.

L. employed R. as his correspondent in London, and S. as his correspondent in Havannah. L. drew bills on R., who accepted them against a shipment to S., who sent bills to R. against R.'s acceptances. R. became insolvent and failed to pay his acceptances, and S. also became insolvent. *Held*, that the remittances from S. were specifically appropriated to meet said bills, and that they were not to be applied to the general account between R. and S.—*Ex parte Smart. In re Richardson*, L. R. 8 Ch. 220.

BOND.—See SURETY.

CARICATURE.—See COPYRIGHT.

CARRIER.—See BILL OF LADING; NEGLIGENCE.

CHAMPERTY.

Declaration that J. H., a brother of the defendant and a cousin of the plaintiff, died leaving a will disposing of his real and personal property. In consideration that the plaintiff would contest the will, and would obtain evidence and advance money for such purpose, the defendant promised the plaintiff to give him half of any personal or real property which the former should obtain by reason of contesting the will. *Held*, that such an agreement was champerty.—*Hutley v. Hutley*, L. R. 8 Q. B. 112.

CHARGE.—See PRIORITY.

CHARITY.—See PERPETUITY.

CHOSE IN ACTION.—See HUSBAND AND WIFE.

CHURCH.—See STREETS.

COLLISION.—See NEGLIGENCE.

CONDITION.—See CONTRACT, 2.

CONDITIONAL GIFT.—See PERPETUITY.