DIGEST.

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(Continued from page 308.)

Action.—*See* Attorney.

Agent.—*See* Principal and Agent.

Agreement.—*See* Contract; Vendor and Purchaser, 3.

Annuity.—*See* Security.

Answer.—*See* Equity Pleading and Practice.

Appointment.

Personal property was settled, and a general power of appointment given to a *feme sole*, and in default of appointment upon trust for her use for life, and, after her decease without having exercised the power of appointment, in trust for any future husband surviving her for life, and after his decease in trust for her children at such ages, on such days, and in such shares, as she by deed or will should appoint, and in default of appointment upon other trusts; there was a provision that if she or any future husband should become possessed of any property, it should be settled on similar trusts. She was afterwards married, and by a deed-poll appointed the trust property to herself and her husband absolutely. *Held*, that the general power was not cut down by the limited power, and that it could be properly exercised during coverture.—*Wood* v. *Wood*, L. R. 10 Eq. 220.

Arbitration.—*See* Partnership.

Assignment.—*See* Attorney.

Attorney.

Four partners pledged goods to the defendant as security for an advance. P., one of the partners, gave N., another partner, a power of attorney "for the purposes of exercising, for me, all or any of the powers and privileges conferred by a certain indenture of partnership constituting the firm," and generally to do all other acts as fully as P. himself. A deed was made by the other partners and by N. as attorney for P., dissolving the partnership and transferring P.'s interest to the others, who on the next day assigned all their property to the plaintiff for the benefit of their creditors. The defendant refused to deliver the goods upon the tender of the amount due, but sold them; the plaintiff brought trover. *Held*, that the power of attorney did not authorise N. to dissolve the partnership and transfer P.'s interest, the general terms being restrained by the context; also, that the plaintiff could not maintain trover for a part of the goods. *Harper* v. v. *Godsell*, L. R. 5 Q. B. 422.

Bankruptcy.

1. B. and S. were partners, and had certain bills of exchange; S., without the authority of B. and in fraud of the partnership, indorsed and delivered the bills to the defendant in satisfaction of a private debt of his own, the defendant being aware of the fraud. S. having become bankrupt, his assignees and B. brought this action for conversion and for money received to their use. Judgment having been given for the plaintiffs, it was *held*, that the action might be maintained upon the count for money received.—(Exch. Ch.) *Heilbutt* v. *Nevill*, L. R. 5 C. P. 478; s. c. L. R. 4 C. P. 354; 4 Am. Law Rev. 93.

2. H. being about to enter the service of a gas company, G. agreed with him to indemnify the company, and H. agreed that, if G. should receive notice of any default under the guarantee, it should be lawful for G. to take possession of any goods, &c., of H.; and in case G. should be called upon to make any payment under the guarantee, it should be lawful for G. to sell the goods, &c., at discretion. The event provided for in the contract happened, and G. took possession of the goods of H., who had in the meanwhile committed an act of bankruptcy, of which G. had no notice. The 12 & 13 Vic. cap. 106, sec. 133, enacts that "all contracts, dealings and transactions" made with the bankrupt *bonâ fide* before the date of the *fiat* or filing of a petition for adjudication, shall be valid notwithstanding any prior act of bankruptcy committed without notice to the person dealing with the bankrupt. *Held*, that what was done was a "transaction" protected by the statute.—*Krehl* v. *Great Central Gas Co.*, L. R. 5 Ex. 289.

See Fraudulent Conveyance, 2.

Bill of Exchange.—*See* Bankruptcy, 1.

Bills and Notes.

Action on a bill of exchange accepted by J. and indorsed by the defendant. Plea, that the defendant did not indorse. The plaintiff and defendant were partners in a speculation; the defendant sold goods to J., who gave him the bill in payment; he indorsed it, handed it to the plaintiff, and asked him to try to obtain payment from J. *Held*, that to charge the indorser there must be an intent to stand in that relation, and that the above facts supported the plea denying the indorsement.—*Denton* v. *Peters*, L. R. 5 Q. B. 475.

Bond.—*See* Bottomry.