

## DIGEST OF ENGLISH LAW REPORTS.

that B. must apply the instalment received to the three debts ratably, and not to one of the unsecured debts only.—*Thompson v. Hudson*, L. R. 6 Ch. 320. See L. R. 2 Ch. 255; 4 H. L. 1.

ASSIGNMENT.—See DEVISE, 1, 9; VENDOR AND PURCHASER, 2.

## BAILMENT.

A bailee of goods converted them without the knowledge of bailor, more than six years before action brought, but subsequently refused to deliver less than six years before action brought. The bailor brought detinue. *Held*, that the Statute of Limitations ran from the date of demand and refusal to deliver, not from the date of the conversion. *It seems*, the bailor was entitled to sue either for a wrongful parting with property, or wait till the bailee refused to deliver on request. Otherwise, if the action had been trover.—*Wilkinson v. Verity*, L. R. 6 C. P. 206.

## BANKRUPTCY.

1. Action in England upon a judgment obtained in Canada, and second action upon a contract made and to be performed in Canada. Plea to both actions, discharge under the English Bankruptcy Act. The discharge was after the cause of action in each case arose, but before the judgment. *Held*, that the discharge was no defence to the first action, on which the judgment was conclusive, though the discharge might have been set up as a defence to the action in Canada; but that the second action was barred, as a discharge in England was binding upon her colonies.—*Ellis v. M'Henry*, L. R. 6 C. P. 228; 7 C. L. J. N. S. 162.

2. Under the English Bankruptcy Act it was held that a judgment creditor who seized goods under execution, but had not actually sold, before adjudication of bankruptcy, was entitled to sell the goods and retain their proceeds.—*Slater v. Pinder*, L. R. 6 Ex. 228.

3. A., owing a banking firm a certain sum, became bankrupt. A.'s trustee paid into the banking firm, £665 in trust for the creditors. The said firm became bankrupt, and subsequently A.'s bankruptcy was annulled. *Held*, that the property in the £665 reverted to A., as if it had never passed from him, and that he could set off that sum against the amount he owed the banking firm.—*Bailey v. Johnson*, L. R. 6 Ex. 279.

See SET-OFF; SPECIFIC PERFORMANCE.

## BILL OF LADING.

1. A bill of exchange was drawn upon the plaintiff against a bill of lading, and was presented to him for acceptance by a bank, with

the memorandum, "The bank holds bill of lading and policy for 251 bales of cotton, per William Cummings." Plaintiff accepted, without asking to see bill of lading, and paid the bill before due. The bill of lading turned out a forgery. *Held*, that the memorandum did not amount to a guarantee by the bank that the bill of lading was genuine, and that the equities between the parties were equal.—*Leather v. Simpson*, L. R. 11 Ex. 398.

2. B. bought cotton for A., at his request, and B. transmitted a bill of lading and invoice thereof to C., his correspondent. The invoice, a duplicate of which was sent to A., described the cotton as shipped "on account and risk of A." C. sent A. the bill of lading, with a bill of exchange drawn upon him; and A. returned the bill of exchange unaccepted, but retained the bill of lading. C. stopped the delivery of the cotton to A. *Held*, that accepting the bill of exchange was a condition precedent to the right to hold the bill of lading, and that in this case the cotton remained the property of B.—*Shepherd v. Harrison*, L. R. 5 H. L. 116; s. c. L. R. 4 Q. B. 196; 493.

See FREIGHT; SET-OFF.

## BILLS AND NOTES.

1. A company had power to issue "bonds, obligations, or mortgage debentures," to be sealed and registered; also, "to make, draw, accept, or endorse any promissory note, bill of exchange, or other negotiable instrument." The company issued instruments headed "£20. Debenture Bond," promising "to pay to the bearer" the principal, with interest, and sealed with the seal of the company. Interest coupons were attached, headed, "Debenture Bond, No. , for £20. Interest Coupon, No. ." *Held*, that the instruments were promissory notes.—*Ex parte Colborne and Strawbridge*, L. R. 11 Eq. 478.

2. A. sent B., his agent, a bill to be presented for acceptance. B. presented the bill on Friday at two o'clock, and called on Saturday at half-past eleven, business hours closing at twelve, for the accepted bill. The bill, which had been accepted without B.'s knowledge, was mislaid, and B. departed without it. On Monday the acceptance was cancelled. *Held*, that it being the custom of merchants to leave a bill twenty-four hours for acceptance, and such period running beyond business hours on Saturday, B. was not guilty of negligence in waiting until Monday for an answer from the drawee.—*Bank of Van Diemen's Land v. Bank of Victoria*, L. R. 3 P. C. 526.

3. Promissory note as follows: "We, the