mere intention in the mind of the borrower, if it existed, as to how she intended to dispose of the money which she borrowed when she got it, should be known to the solicitor, seems to me to be preposterous. I assent to the doctrine as laid down by Mr Justice *Willes*, which appears to me to be very correctly put: 'A person dealing *bonâ fide* with the bankrupt would be safe. Unless he knows, or from the very nature of the transaction must be taken necessarily to have known, that the object was to defeat and delay the creditors, the deed cannot be impeached.'" *In re* Colemere, Ch. Ap. 128.

EQUITY CASES.

Bill of Exchange—Indorsement "in need" —Notice of Dishonour.—A bill of exchange, the drawer and acceptor of which became bankrupt before it fell due, was indorsed by the *Leeds Banking Company* to Messrs. P., of Liverpool, payable "in need" at a bank in London. When it fell due, it was presented by Messrs. P.'s agent in London at the banks notified for payment by the acceptor and indorser, and dishonoured at both banks. Messrs. P.'s agent then sent notice of the dishonour, by post, to Messrs. P., at Liverpool; and they, by post, sent notice to the liquidator of the *Leeds Banking* Company, which was being wound up. Upon claim against the Leeds Banking Company, under the winding-up, in respect of the bill:

Held, that the indorsement "in need" constituted the bank notified "in need" agents of the indorsers for payment only, and not agents for notice of dishonou rgenerally; and therefore that notice to them of dishonour by the acceptor was not notice to the indorsers. That presentation for payment to an indorser is not *per se* notice of dishonour by the acceptor; and, that the rule allowing a day for each step in presentation and notice applies only as between the parties to a bill, and does not give a dayfor communication between the agent of the holder of a bill and such holder who resides at a distance; and, therefore, the Court disallowed the claim. *In re* Leeds Banking Co. Eq. 1.

Trustee — Liability — Fraud — Solicitor.— A trustee is liable for the loss of a trust fund caused by the fraudulent act of his solicitor, although in employing such solicitor he may have exercised ordinary care and discretion. Bostock *v.* Floyer, Eq. 26. In this case the trustee had handed the sum of £400, trust money, to his solicitor, a person of good character and extensive practice, who professed to invest the sum on a mortgage, and deposited with the trustee a bundle of deeds and documents relating to the title. He, moreover, paid the interest regularly up to the time of his death, ten years afterwards, when it was discovered that he had applied the money to his own use. The Master of the Rolls, Sir J. Romilly, said:—"The case is too clear for argument; the liability of the trustee is a matter of every day occurrence in the Court * * This is simply the case of a person employing his servant to do an act, and the servant deceiving him; and any loss so occasioned must fall on the employer, and not on the *cestui que trust.* Of the two innocent persons, therefore, one of whom must suffer by the wrongful acts of the solicitor, the loss must fall on the trustee who employed him, and did not take all the precautions he might have taken against being deceived. The fund must be replaced with interest at 4 per cent."

Injunction—Board of Health.—An injunction was granted on the 6th of March, restraining a local board of health from causing or permitting sewage, or water polluted therewith, to pass through drains or channels under their control into a river, to the injury of the plaintiff, a miller, residing about three miles below the outfall of the works of the local board. Execution of the order was stayed till the 1st of July. The Company did not, subsequently to the 1st of July, stop the flow of sewage into the river, but alleged that they had not yet succeeded in discovering a mode of deodorizing the sewage—that compliance with the order was practically impossible, without stopping the drainage of the town, which would expose them to hostile proceedings at law and equity, and compel them to infringe an Act of Parliament; that there had been no wilful default, and that a sequestration would be ineffectual, as the property of the board was all public property—injurious to the public,