

Ellingers Modern Banking Law By Ellinger E P Lomnicka

The case was decided in relation to section 31 of the Bankruptcy Act 1914 (which applied to companies by virtue of section 317 of the Companies Act 1948). Today those provisions have been replaced by section 323 of the Insolvency Act 1986 and rule 14.25 of the Insolvency Rules (England and Wales) 2016 (formerly rule 4.90 of the Insolvency Rules 1986), but the decision is still treated as authoritative. 0b53354ce9

Chase Manhattan Bank NA v Israel-British Bank (London) Ltd). p. This is seen important for the question of what response, personal or proprietary, may come from a claim in unjust enrichment. Ellinger's Modern Banking Law (5th ed. 77. Hare (2011). Oxford Chase Manhattan Bank NA v Israel-British Bank (London) Ltd [1981] Ch 105 is an English trusts law case, concerning constructive trusts. P. ISBN 978-0-19-967898-3. It held that a trust arose to protect a payment made under a mistake, with the benefit of a proprietary remedy. Ellinger; E. Lomnicka; C. International Law (15th ed. OUP. E.) 0b53354ce9

Ellinger's Modern Banking Law refers to the judgment as a "landmark decision". 0b53354ce9

Banker's lien). Hare (2011). Lien is of two types:. p. Ellinger; E. Ellinger's Modern Banking Law (5th ed. P. 864. Lomnicka; C. ISBN 978-019-923209-3. v t e A banker's lien is a legal right arise in many common law jurisdictions of a bank to exercise a lien over any property in the custody of the bank as security. Oxford University Press. 785 E 0b53354ce9

Particular lien 0b53354ce9

Irvine Goulding ISBN 978-019-923209-3 Sir Ernest Irvine Goulding (1 May 1910 - 13 January 2000) was an English barrister and High Court judge between 1971 and 1985. Hare (2011). 556.). P. p. Lomnicka; C. Oxford University Press. Ellinger; E. He was one of the first members of Wilberforce Chambers. E. Ellinger's Modern Banking Law (5th ed. Retrieved 26 April 2016 0b53354ce9

Although the... 0b53354ce9 Although the decision is cited most frequently in relation to the potential liability of a bank to their customer, in the case itself the bank was a claimant, and the customer and its guarantor were seeking to defend their own liability on the basis of the bank's breach of duty. 0b53354ce9

Barclays Bank plc v Quincecare Ltd Hare (2011). Lomnicka; C. 154. Oxford University Press.). Ellinger's Modern Banking Law (5th ed. Retrieved 13 March 2018. ISBN 9780199232093 Barclays Bank plc v Quincecare Ltd [1992] 4 All ER 363 is a judicial decision of the High Court of Justice of England and Wales in relation to the banker-customer relationship, and in particular in connection with the bank's duties in relation to payment instructions from a customer's agent or purported agent which give rise, or ought to give rise, to a suspicion of fraud. Ellinger; E. E. P. p 0b53354ce9

Smith v Lloyds TSB Group plc ISBN 978-019-923209-3 Smith v Lloyds TSB Group plc [2001] QB 541 was a decision of the Court of Appeal relating to the liability of a bank where it makes payment upon a fraudulently altered cheque. p. Ellinger's Modern Banking Law (5th ed. Hare (2011). Oxford University Press. E.). Lomnicka; C. The case was a co-joined appeal from one High Court action (by Blofeld J, reported at [2000] 1 WLR 1225) and a County Court action (by Judge Hallgarten QC). and in Australia. 685. Ellinger; E. P 0b53354ce9

Banker's right to combine accounts civil law jurisdictions outside of the conventional right of set-off. Typically the right will be exercised where one account is overdrawn and the other is in credit so that the bank can secure full repayment of overdraft without the need to take any further action with respect to the customer. The right has been recognised since at least 1860. The broad rationale is that separate numbered accounts are set up for administrative convenience only. Lomnicka; C. Ellinger; E. However it was not until the 1975 House of Lords decision in National Westminster Bank Ltd v Halesowen Presswork & Assemblies Ltd [1972] AC 785 that it was finally determined that this was a type of set-off right rather than anything related to the banker's lien (a separate common law right). Hare Under English law, a bank has a general right to combine accounts where a customer has multiple accounts with the same bank. Banks portal A banker's right to set off money E. P 0b53354ce9

Foley v Hill E. Oxford University Press. P. Ellinger's Modern Banking Law (5th ed. Ellinger; E.). Lomnicka; C. Together with Joachimson v Swiss Bank Corporation [1921] 3 KB 110 it forms part of the foundational cases relating to English banking law and the nature of a bank's relationship with its customer in relation to the account. pp Foley v Hill (1848) 2 HLC 28, 9 ER 1002 is a judicial decision of the House of Lords in relation to the fundamental nature of a bank account. Hare (2011). the land, had affirmed the position 0b53354ce9

General lien 0b53354ce9 The decision attracted much comment, and the duty of banks outlined in the decision has come to be referred to as the Quincecare duty. 0b53354ce9 The decision was crucial to the modern evolution of banking. Had... 0b53354ce9 The decision in the case has been subjected to "sustained, authoritative criticism", both academically and judicially. 0b53354ce9

Banque Belge pour L'Etranger v Hambrouck ; Hare Banque Belge pour L'Etranger v Hambrouck [1921] 1 KB 321 is an English trusts law case concerning the common law remedies for receipt of trust property. P. trusts law Agip (Africa) Ltd. ; Lomnicka, E. v Kingsley & Ors [1990] EWCA Civ 2, [1992] 4 All ER 451, [1991] Ch 547 (21 December 1990) Ellinger, E 0b53354ce9

National Westminster Bank Ltd v Halesowen Presswork & Assemblies Ltd Hare (2011). Ellinger; E. Lomnicka; C.). E. It is the leading English case and a banker's right to combine accounts, and also an important decision relating to insolvency set-off. Retrieved 17 May 2016. Ellinger's Modern Banking Law (5th ed. ISBN 9780199232093 National Westminster Bank Ltd v Halesowen Presswork & Assemblies Ltd [1972] AC 785 is a decision of the House of Lords in relation to a banker's right to combine accounts under English law. p. Oxford University Press. 250. P 0b53354ce9

The case decided that a banker does not hold the sums in a bank account on trust for its customer. Instead the relationship between them is that of debtor and creditor. When the customer deposits money in the account it becomes the bank's money, and the bank's obligation to repay an equivalent sum (and any agreed interest) to the customer or the customer's order. 0b53354ce9

United Dominions Trust Ltd v Kirkwood Ellinger's Modern Banking Law (5th ed.). p. E. 82. Hare (2011). E. P. Ellinger; United Dominions Trust Ltd v Kirkwood [1966] 2 QB 431 was a decision of the Court of Appeal relating to what constitutes "banking business" as a matter of English law. 2016. ISBN 978-019-923209-3. Ellinger; E. Lomnicka; C. Oxford University Press. P 0b53354ce9

Particular lien confers to retain the goods in connection with which a particular debt arose i.e. A particular lien applies to one transaction or certain transaction only. e.g. a tailor has the right to certain the clothes made by him for his customer until his tailoring charges are paid by customer. 0b53354ce9 As a matter of the conflict of laws, the court held that New York law was the proper law to determine if the payor retained an equitable interest in the sums paid by mistake, and that this was a substantive rule rather than a procedural one. 0b53354ce9

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