

ENGLISH CASES.

EDITORIAL REVIEW OF CURRENT ENGLISH
DECISIONS.

(Registered in accordance with the Copyright Act.)

PRACTICE—FORECLOSURE—RECEIVER—ACCOUNT.

In *Simmons v. Blandy*, (1897) 1 Ch. 19, the form of a judgment in a foreclosure action where a receiver has been appointed, was under discussion, from which it appears that in such a case the plaintiff is chargeable with the amount (if anything) paid into Court by the receiver, and such sum as should be in the receiver's hands at the date of the Master's report, and with such sum (if any) as the plaintiff submits to be charged with in respect of rents and profits to come into the receiver's hands prior to the final order.

CONTRACT FOR PUBLISHING BOOK—AUTHOR AND PUBLISHER—ASSIGNABILITY OF
CONTRACT.

In *Griffith v. Tower Publishing Co.*, (1897) 1 Ch. 21, a motion for an injunction was made by the plaintiff to restrain the defendant company and the liquidator thereof from assigning the benefit of a contract entered into between the plaintiff and the company for the publication of a book of which the plaintiff was the author. Sterling, J., granted the injunction, holding that it is well settled that such contracts when made between private individuals are personal to the individuals entering into them, and therefore not assignable without the consent of the author, and that the same rule applies where such a contract is made between the author and an incorporated company.

AGREEMENT FOR LEASE—PAROL EVIDENCE, ADMISSIBILITY OF, TO SHOW THAT
SIGNED DOCUMENT WAS NOT A CONCLUDED AGREEMENT—EVIDENCE.

Pattle v. Hornibrook, (1897) 1 Ch. 25, is a somewhat unusual case inasmuch as it establishes that parol evidence is admissible to show that although a person has signed a document purporting on its face to be a contract, yet that he nevertheless so signed it without the intention of contracting,