

if, before the trial of the action, the temporary moratorium has ceased to apply to the plaintiff's claim: *Glaskie v. Petry*, 59 S.J. 92, 31 T.L.R. 40.

By a proclamation made under the Postponement of Payments Act, 1914, a moratorium was decreed in respect of certain payments, but it was provided that the proclamation should not apply to "any payment in respect of a liability which, when incurred, did not exceed £5 in amount."

In *Jupp v. Whittaker*, 69 L.J. 536, an action was brought to recover the payment of a sum of £20 6s. 2d. on a running account for meat supplied at different dates, consisting of small sums, none exceeding £5. It was contended that the moratorium does not apply to any payment in respect of a liability which when incurred did not exceed £5 in amount. It was held by the County Court, that, when a debt is contracted, being made up of a series of items in one running account, each item as it is incurred becomes so connected with the previous item as to constitute one debt, and there is an implied promise on the part of the debtor to pay that debt. The case is therefore not within the exception, but is subject to the Moratorium Act.

In the case of *Auster v. London Motor Coach Works*, 59 L.J. 24, 31 T.L.R. 26, it appeared that during the currency of the moratorium the plaintiffs issued a writ specially indorsed with a statement of claim for the price of goods sold and delivered, some of the items being less, and some more, than £5. It was held, that as the proclamation did not provide that the Moratorium should "apply to a liability exceeding £5, being an aggregate of a number of liabilities, each of which when incurred was less than £5," the defendants were not entitled to have the writ set aside or the statement of claim struck out, and the action must proceed, but as to the items which were over £5 they could plead the moratorium.

A call upon shares which is payable on a date falling within the moratorium proclaimed under the Postponement of Payments Act, 1914, is a debt within the moratorium, and consequently a resolution of the directors of the company purporting to forfeit the shares for non-payment of the call during the currency of the moratorium, is invalid. Such a resolution is also an attempt without the leave of the Court to take possession of property within the meaning of section 1 (1) (b) of the Courts (Emergency Powers) Act, 1914: *Burgess v. O.H.N. Gases, Lim.*, 59 S.J. 90, 31 T.L.R. 59.

By sec. 1(1) of the Postponement of Payment Act, 1914, and a proclamation issued in pursuance thereof, the payment of any sum due and payable before the date of the proclamation in respect of a contract made before that time was postponed to a specified date. It was held, that rent due and payable before the date of the proclamation could not be recovered in an action in which the writ was issued after the proclamation and before the specified date, because not due and payable at the date of the writ; and that as the right, given by the agreement of tenancy, to re-enter for non-payment was only a security for the rent, it followed that the right also did not exist at the date of the writ and could not be en-