

opinion, assist or sanction the breach of the law of other independent states." Bailhache, J., arrived at the same result by holding that if there was a contract, in spite of its illegality at the place of performance, the charterer was protected by the exception of "restraint of princes."

LANDLORD AND TENANT—RECOVERY OF POSSESSION—BREACH OF COVENANT—FORFEITURE—WAIVER—ACCEPTANCE OF RENT.

Evans v. Enever (1920) 2 K.B. 315. This was an action by a landlord against his tenant to recover possession of the demised premises, on the ground of forfeiture of the term, under a proviso for re-entry in case the tenant became bankrupt. In July, 1918, the defendant was adjudicated bankrupt. On January 21, 1919, two quarters rent were in arrear, and the plaintiff sued the defendant therefor, and for possession, by specially endorsed writ. The defendant taking advantage of the Common Law Procedure Act, 1852, s. 12 (see R.S.O., c. 155, s. 20 (3)) paid the rent and costs and thereupon those proceedings came to an end. In the following May this action was commenced, and the defendant contended that the acceptance of rent in the previous action amounted to a waiver of the forfeiture arising by reason of the bankruptcy, but Lord Coleridge, J., held that that was not a voluntary act on the part of the plaintiff, and had not the effect of waiving the forfeiture occasioned by the bankruptcy of the defendant, though it would seem if he had sued in the first action for rent alone it might have been; see *Dendy v. Nicholl* (1858), 4 C.B. (N.S.) 376.

BANKER—LIEN—CONTINGENT LIABILITY OF CUSTOMER—ASSIGNMENT FOR BENEFIT OF CREDITORS—PAYMENT OF DEBTS AS ON BANKRUPTCY—SECURED CREDITOR—SET OFF—BANKRUPTCY ACT 1914 (4-5 GEO. V., c. 59) s. 30 (3), (4), (8)—(1920, 9-10 GEO. V., c. 36, s. 28 (D)).

Baker v. Lloyd's Bank (1920) 2 K.B. 322. This was an action by an assignee for creditors to recover certain balances in the hands of the defendants, who were bankers of the debtors. The assignment was not made in bankruptcy, but recited that the debtors were insolvent, and provided that the assets were to be applied in payment of the creditors on a bankruptcy basis. The assignment was dated February 3, 1914, and assented to by the defendants in June, 1914. At the date of the deed, the defendants held to the credit of the debtors on their current account £2934, and the defendants also held certain shares as security