against him under the Statute of Elizabeth (1 Geo. V. c. 24, ss. 1, 5, Ont.). The Divisional Court (Coleridge, and Hamilton, JJ.), held that the antecedent debt due to the husband was not of itself a valuable consideration under the Statute of Elizabeth (1 Geo. V. c. 24, s. 5, Ont.), and that the rule that in garnishee proceedings the attaching creditor in general only takes such rights as the judgment debtor has, does not preclude the attaching creditor from impeaching an assignment by the judgment debtor of the debt sought to be attached, as fraudulent, although at the date of the assignment he had not recovered his judgment on which his garnishee proceedings are based; and they gave judgment in favour of the attaching creditor. The Court of Appeal (Williams, Moulton, L.J., and Parker, J.), however, reversed this decision and although they concede that the mere existence of an antecedent debt is not of itself good consideration for a conveyance under the Statute of Elizabeth, yet where, as in this case, it appears that the debtor has received forbearance and also has advanced further sums to the debtor, that such forbearance and subsequent advances coupled together constituted a good consideration within the statute. The Court of Appeal also held that, although the assignment of a tort would be invalid, yet, the assignment of damages recovered in respect of a tort was not open to objection. The judgment of the Divisional Court was therefore reversed and the assignment was upheld.

LANDLORD AND TENANT—LEASE—COVENANT NOT TO LET "ADJOINING SHOPS" FOR CERTAIN PURPOSES—MEANING OF "ADJOINING."

Cave v. *Horsell* (1912) 3 K.B. 533, is one of those cases which illustrate the fact that words are sometimes used in contracts in other senses than those given in dictionaries. In the present case a lessor covenanted with his lessee not to let "any of the adjoining shops" belonging to him for certain specified purposes during the continuance of the lease. The lessor owned five shops numbered 2 to 6. No. 4 was let to the plaintiff. Strictly speaking the adjoining shops were Nos. 3 and 5. During the term the lessor let No. 6 for one of the purposes specified, and the question was, whether this amounted to a breach of the covenant. Phillimore, J., who tried the action held that it did; and the Court of Appeal (Williams, Moulton and Buckley, L.JJ.) affirmed his decision; Williams, L.J., however, dissented. The majority of