under the Acts, and the Insurance Committee appointed under the Acts, entered into agreements with the panel doctors of their district by which the whole amount, received for medical services from the National Insurance Commissioners, were to be pooled and distributed among the panel doctors in accordance with a certain scale. One of the panel doctors who was a defendant in the present action was entitled under this arrangement to receive a sum not yet ascertained, this sum the plaintiff as judgment creditor attached, and the question was raised whether the debt was attachable and an issue was ordered to be tried between the plaintiff and the garnishees. Rowlatt, J., who tried the issue, held that there was a debt due or accruing from the insurance committee to the judgment debtor which was attachable notwithstanding the exact amount of it had not yet been ascertained; and that there was no principle of public policy preventing the attachment of such a debt.

LANDLORD AND TENANT—NOTICE TO QUIT—VALIDITY OF NOTICE—CLAIM TO CANCEL NOTICE TO QUIT IN CERTAIN EVENT.

May v. *Borup* (1915) 1 K.B. 830. In this case the sufficiency of a notice to quit was in question. The defendants were tenants of the plaintiff under an agreement for a yearly tenancy which provided that the tenancy might be terminated by a six months' notice to be given on March 1 or September 1 in any year. On December 23, 1913, the defendant wrote to the plaintiff giving notice to quit the premises "at the earliest possible moment" and stating that if, as they hoped, a satisfactory reorganization of their business was effected, the notice would be "cancelled." The action was brought to recover rent for the month of September, 1914; the defence was that the tenancy had been terminated on 31st August, 1914—the notice above referred to being relied on. The County Court Judge who tried the action held that the notice was conditional and therefore bad and he gave judgment for the plaintiff, which, however, was reversed by the Divisional Court (Lawrence, and Sankey, JJ.), on the ground that notwithstanding the defendants claimed the right to cancel the notice in a certain event which they did not in fact possess that did not render the notice bad as being conditional, and therefore the notice was a valid termination of the tenancy at the expiration of six months from 1st March, 1914.