

annual interest so that, with arrears of interest, his claim now exceeded the original amount of the debt. In February, 1919, an administration order was made against the estate of the deceased insolvent debtor which had the effect of making the deed of 1904 null and void. The trustee under that deed had in his hands £465.8.3, which the applicant now claimed should be declared to be held by the trustee in trust for the applicant and other creditors entitled under the deed of 1904 and to be divisible amongst them; and also that the applicant was entitled to prove for the balance of his claim in the administration of the estate of the deceased debtor. Horridge, J., who heard the motion, dismissed it, holding that the Official Receiver was entitled to the money: because the deed of 1904 was an act of bankruptcy and was null and void, and being void no valid trust was created thereby; and as the only direction to apply the money received under the deed of 1904 was contained in that deed, which all parties to it knew to be void, the deceased debtor would not have been, nor was the official representative estopped from setting up its invalidity; and though the applicant was also not estopped from setting up its invalidity and proving his claim in bankruptcy, and though the release of debts contained in the deed of 1904 was also void; yet, as the instrument only provided for the payment to the creditors of a portion of the debtor's income as long as he lived, no promise to pay the balance could be implied from the payments made thereunder, so as to prevent the running of the Statute of Limitations; and therefore the debt of the applicant was barred as against the debtor's estate.

PRACTICE—ARBITRATION—PETITION OF RIGHT—STAY OF PROCEEDINGS—FIAT—STEP IN THE PROCEEDINGS—ARBITRATION ACT, 1889 (52-53 VICT. c. 49), ss. 4, 22—(R.S.O., c. 65, s. 8).

*Anglo-Newfoundland Development Co. v. The King* (1920) 2 K.B. 214. This was a petition of right for which a fiat had been granted in due course. The present application was made on behalf of the Crown to stay the proceedings on the ground that the charterparty on which the petition was based contained a provision that any dispute arising thereunder should be referred to arbitration. It was argued that the King's fiat was a step in the proceedings and therefore the application was too late, but the Court overruled that objection, but while of the opinion that where there is an agreement for arbitration proceedings by way of petition of right may be stayed, they nevertheless found that in the present case there was no such agreement, and Warrington, L.J., held that even if such an agreement was proved in the present