judgments, as in regard to them the law is quite clear.

But in regard to entailed estates, it is clear that under the statute first referred to (cap. 89), the issue in tail and remainder-men will, where there is no protector, be bound by judgments entered up against the tenant in tail, inasmuch as he has, in the words of the section, a *disposing power*, which he may, without the assent of any other person, exercise for his own benefit, and also as such judgments are binding against the issue of his body, and all other persons whom he may, without the assent of any other person, cut off and debar from any remainder, &c. And where there is a protector, as the tenant in tail can create a base fee without his consent, the judgment can bind the land to that extent.

In *Moffat* v. *Grover* (4 U. C. C. P. 402), it was held that the interest of a husband in the freehold estate of his wife may be sold under a *fi. fa.* lands, as such might be extended on an *elegit*, and may therefore be sold under such *fi. fa.* by 5 Geo. II. cap. 7.

In *Doe dem. Cameron* v. *Robinson* (7 U.C. Q.B. 335), the interest of a reversioner was held liable to sale under a *fi. fa.* lands during the lifetime of the tenant for life.

Some of the advantages of these provisions are, that in cases of joint tenancy, the creditor need not be deprived of the benefit of his judgment by reason of the death of the debtor in the lifetime of the co-tenant (notwithstanding the *jus accrescendi*); but will be entitled to the same remedies against the share which has survived, as he would have had in the lifetime of the debtor.

So if a joint judgment be entered up against the joint donees of a general power of appointment, it would seem that, the joint power being considered a disposing power, would be bound.

In *McLean* v. *Fisher* (14 U. C. Q. B., 617), the testator, after giving certain lands to three of his children, devised all the residue to his wife for life; and after her death to be equally divided among all his then surviving children (except the three). A patent was afterwards issued to the executors to hold under the will. While the wife was alive, and therefore before the division to the surviving children, a *fi fa* lands issued against one of these children, and under it the sheriff seized and sold his interest in the property. The Court held, that the sheriff's deed was inoperative, as the defendant in the writ had no estate, or interest in the land which could be sold under execution. It was decided in this case, that while the Trustees held the legal estate, the residuary devisee (judgment debtor) had not such an equitable estate in the land which could be subject to execution as a trust interest liable to execution under the Statute of Frauds (29 Car. II. cap. 3, sec. 10). The judgment debtor could take no interest unless he survived his mother. Yet this case seems rather adverse to the effect of the term used in the statute of "a possibility coupled with an interest."

In *Keyland* v. *Belfast Corporation* (6 Ir. Ch. 161), the Lord Chancellor, in remarking upon the attempt of a judgment creditor to enforce his lien against the trust estate of his debtor, said: "It is one thing to establish the liability of a trustee; another, and a very different one, to determine that such liability is to be enforced against the trust property. In a court of law such property may be seized under a judgment against the person whom the law recognizes as the legal owner, but not in equity."

In *Arnold* v. *Gravesend* (2 Jur. N. S. 703), it was held that the word "person" includes a body corporate, and the words "for his own benefit" mean not as trustee; and in that case, property acquired by the new corporation, after succeeding to the old corporation, was held liable to be taken in execution for debts contracted by the old;—and thus in effect overruling *Arnold* v. *Ridge* (17 Jur. 896).

The other cases referring to trust estates are *Whitworth* v. *Gaugain* (1 Phil. 730), *Gore* v. *Bowser* (1 Jur. N. S. 392), *Pallister* v. *Gravesend* (25 L. J. Ch. 776), and *Kinnerley* v. *Jarvis* (25 L. J. Ch. 543).

It is clear that the object and scope of the statutes is to afford relief to the creditor to the extent of the debtor's interest, whether actual, beneficial, or attainable by the execution of a power, or otherwise; and therefore the enactments must extend to all cases where the debtor has a general uncontrolled power of appointment, not limited to particular objects or to specific purposes.

Hereafter we may continue the subject of this article by referring to the lien of Crown debts as they affect real estate, under the old statutes of England and our own Act respecting the registration of deeds and instruments creating debts to the Crown (Con. Stat. U. C. cap. 5).

PRIVILEGES OF ADVOCATES.

A case of some importance to the profession has recently been determined in England (we refer to *Mackay* v. *Ford*), which will be found transferred to our columns from the pages of the *Law Times*. It desides that an action will not lie against an attorney for words spoken by him as an advocate, in a matter before magistrates, when the language used by him is strictly relevant to the question before them. We confess we have always understood the law to be so, and would have been much astonished to find it differently determined.