

DIGEST OF ENGLISH LAW REPORTS.

tion for wrongful discharge before the end of his term of engagement.—*The Great Eastern*, Law Rep. 1 Adm. & Ecc. 384.

ADULTERY.—*See* DIVORCE, 1.

ADVANCES.

Under the provision of the Statute of Distributions, which excludes from sharing in the personal estate of an intestate any child who may have been advanced by portion equal to his share, *held*, (1) that a premium of £540, paid on a son's being articulated to an attorney, was an advance, though the profession was afterwards relinquished; (2) that the price of a commission in the army for the son was an advance,—whether £288, paid for outfit and horses for the son on entering the army, was an advance, *quære*; (3) that sums from £50 to £550, amounting in all to £2,000, paid in discharge of the son's gambling debts, nonpayment of which would have compelled him to leave the army, were advances.—*Boyd v. Boyd*, Law Rep. 4 Eq. 305.

AGENT.—*See* FACTOR.

AGREEMENT.—*See* CONTRACT.

AIDER BY VERDICT.—*See* PLEADING, 2.

ALIMONY.—*See* DIVORCE, 2.

ANCIENT LIGHT.—*See* LIGHT.

ANNUITY.

A testator directed his trustees to invest his property, and "with and out of the annual proceeds thereof levy and raise the annual sum of £100," and pay it to S. for life. "and from and after the payment of the said annual sum of £100, and subject thereto," to stand possessed of the said trust funds on certain trusts. The income was insufficient to pay the annuity. *Held*, that the deficiency must be made up out of the *corpus*.—*Birch v. Sherratt*, Law Rep. 2 Ch. 644.

APPEAL.

1. The Queen in Council has jurisdiction of an appeal from the colonies in criminal as well as civil cases; but, in a criminal case, an appeal will be granted only under special circumstances.—*The Queen v. Bertrand*, Law Rep. 1 P. C. 520.

2. Leave to appeal from a conviction of a colonial court for a misdemeanor having been granted, subject to the question of the jurisdiction of the Privy Council to entertain the appeal, and it appearing that since such leave the appellant had received a free pardon, the Judicial Committee of the Privy Council declined to enter upon the case, and dismissed the appeal.—*Levien v. The Queen*, Law Rep. 1 P. C. 526.

ASSIGNMENT.

1. When a chose in action has been assigned, equity would restrain a debtor from setting off against the assignee a debt which has become due from the assignor since notice of the assignment, though resulting from a contract made previously, unless from the nature of the transaction it appears that the original parties intended that the one should be set off against the other.—*Watson v. Mid. Wales Railway Co.*, Law Rep. 2 C. P. 593.

2. A., the tenant for life of a trust estate, mortgaged it, and it was sold by the mortgagee. Afterwards, the purchaser and mortgagee, for a nominal consideration, assigned to A. certain alleged arrears of profits of the trust estate, which, as alleged, the trustees had made in excess of the profits for which they had accounted. *Held*, that A. could not maintain a bill, on this assignment, against the trustees for an account of the profits.—*Hill v. Boyle*, Law Rep. 4 Eq. 260.

3. A conveyance by a debtor of his goods to two creditors, for the benefit of themselves and the other creditors, passes the property at once, without any assent by the trustees; but the knowledge of the debtor, at the time of the conveyance, that an execution is out against his goods, is the constructive knowledge of the trustees, within the proviso of 19 & 20 Vict. c. 95, § 1, and therefore the goods are bound by the delivery of the writ to the sheriff.—*Hobson v. Thelluson*, Law Rep. 2 Q. B. 642.

ATTORNEY.—*See* BANKRUPTCY, 2; CHAMPERTY.

BANKRUPTCY.

1. To subject a bankrupt to the penalties of the Bankruptcy Act, as having contracted debts without reasonable expectation of being able to pay them, it is not enough that he contracted in the aggregate a greater amount of debts than he could reasonably expect to pay, but there must be particular subsisting debts, which, at the time when they were contracted, he could not reasonably have expected to be able to pay.—*Ex parte Brundrit*, Law Rep. 3 Ch. 16.

2. A. owed a debt to B., but had a claim against B. for costs. A. became bankrupt. *Held*, that A.'s claim for costs could not, in bankruptcy, be set off against the debt due to B., because A.'s solicitor had a lien on the costs, and that therefore execution might issue against B. for the costs.—*Ex parte Cleland*, Law Rep. 2 Ch. 808.

3. Under 24 & 25 Vict. c. 134, § 73, if the goods of a trader are levied on and sold under an execution for more than £50, he is to be deemed to have committed an act of bankrupt-