

taking, the respondents had heard of the threat, and in giving the undertaking were, as was well known to the directors of the society, actuated by a desire to prevent a prosecution.

Held, that it was a term of the true agreement between the parties that there should be no prosecution; that the consideration for such agreement was illegal, and that certain promissory notes given in pursuance of the undertaking could not be enforced by the society. Decision of Williams, J., affirmed.

Seemle, per Lindley, L. J., and Fry, L.J. (dubitante Bowen, L.J.), that where the consideration for a contract is an agreement not to prosecute, it does not follow as a necessary inference of fact that there is such pressure or undue influence on the party to whom the consideration moves as to entitle him to equitable relief. *Jones v. Merionethshire Permanent Benefit Building Society. Merionethshire Permanent Benefit Building Society v. Jones.* (App.), 61 L. J. Rep., Ch. D. 138.

AIR GUN—See Neg. 12.

ALDERMAN—See Mun. Corp. 13.

ALLEGATION OF PERFORM. OF CONDITIONS—See Ins. 21.

ALIEN CONTRACT LABOUR LAW—See Statute.

ANIMALS, CRUELTY TO — See Crim. Law 8.

ANIMALS, DISEASED—See Officers.

APPEAL—See Companies 1 — Crim. Law 13—Elections.

APPEARANCE BY ATTORNEY — See Corporations 9.

APPLICATION FOR INSURANCE—See Ins. 3.

ARCHITECT, ACTION BY FOR COMMISSION—See Contract 4.

ARGUMENT OF COUNSEL—See Trial 1.

ARREST AS A DANGEROUS LUNATIC—See Damages 2.

ASSESSMENT, VOID—See Mun. Corp. 8.

ASSIGNMENT—See Banks 8—Corporations 15.

ASSIGNMENT OF CLAIM—See Banks 5.

ASSIGNMENT FOR CREDITORS.

FRAUD—LIABILITY OF ASSIGNEE.

(1) Where an assignment for the benefit of creditors is made with an actual fraudulent intent, in which the assignee participates, and the assignment is set aside at the suit of creditors, the assignee is chargeable with all money paid out by him for appraising the property, for counsel fees, and for expenses of conducting the business after the assignment, since such payments were necessarily made by him in pursuance of the fraudulent scheme.

(2) But he is not chargeable with money paid out by him in satisfaction of a *bona fide* note of the assignor, which is preferred in the assignment, even though he is an indorser of such note, since the assignor had a legal right to pay such note in preference to his other debts. March 15, 1892. *Smith v. Wise*, N. Y. Ct. of Appeals, 1 N. Y. Supp. 373, modified.

ASSIGNEE, RIGHTS OF—See Banks 8.

ASSIGNEE, LIABILITY OF — See Assignment for Creditors.

ASSIGNOR, RIGHTS OF—See Banks 5.

ASSIGNOR, ACTION BY — See Bills and Notes 4.

ASSUMPTION OF RISK — See Master and Servant 3. 6.

ATTEMPT TO STEAL—See Crim. Law 4.

ATTORNEY.

PRIVILEGED COMMUNICATIONS.

The doctrine of privileged communications does not apply to testimony of a solicitor of patents who is not an attorney at law. *Brungger v. Smith*, U. S. C. C. (Mass.), 49 Fed. Rep. 124.

AUTRE FOIS CONVICT — See Crim. Law 15.

AWARD — See Eminent Domain 3.