

INSOLVENCY CASE—DIGEST OF THE ENGLISH LAW REPORTS.

the meeting been adjourned, ample opportunity would have been afforded for submitting the whole question to the Judge, and having it decided before the time fixed for the adjourned meeting. But the mere fact of a majority voting down a resolution to adjourn, or refusing to embody its views in the shape of resolutions, or taking any other high handed course must not be allowed to defeat the law. I have above stated that I consider the views of each section to be before me, and I think the proceedings taken in this matter have "referred the resolutions with a statement of the vote taken thereon" (sec. 102) to me. I therefore proceed to decide between them, and do decide in favor of the views of the majority in value, and in favor of such majority, and do decide that A. M. is the assignee.

I also overrule the objection that because the candidate of the majority in value is not an official assignee, and is not a resident of these United Counties, he is not eligible to be appointed assignee.

Did I think it necessary so to do I would order M. W. to call a meeting; but I do not. If my decision is correct he is not assignee. If I am wrong, and there was a "default of appointment" by virtue of which he became assignee, the inspectors, or five creditors can require him to call a meeting, which will have power to remove him and appoint another in his stead.

DIGEST.

DIGEST OF THE ENGLISH LAW REPORTS
FOR NOVEMBER AND DECEMBER, 1875,
AND JANUARY, 1876.

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ACCOUNTANT.—See COSTS.

ACKNOWLEDGMENT.—See DEED.

ACTION.

An action for arrears of a rent-charge upon land in Australia is not maintainable in England.—*Whitaker v. Forbes*, L. R. 10 C. P. 583; s. c. 1 C. P. D. 51.

ACT OF GOD.—See CARRIER, 1.

ADULTERY.—See CONTRACT, 3.

ADVERSE POSSESSION.—See LIMITATION, STATUTE OF, 1.

AFFIDAVIT.—See DEED.

AGENCY.—See PRINCIPAL AND AGENT.

AGREEMENT.—See CONTRACT.

ALTERATION OF CONTRACT.—See CONTRACT, 2.

ANCIENT LIGHTS.

A house with ancient lights abutted upon a street varying in width from thirty-four to thirty-eight feet. An injunction was granted, restraining the erection of a house on the opposite side of the street to a height which would make the angle incidence of light upon the centre of said lights greater than forty-five degrees.—*Hackett v. Baiss*, L. R. 20 Eq. 494.

ANNUITY.—See LEGACY, 2.

APPOINTMENT.

A testator disposed of his property in the following terms: "I give, devise and bequeath all my property, over which I have any disposing power at my decease," to trustees in trust for his wife for life; and after her decease, for all his children equal shares, who should attain twenty-one; and upon failure of children, upon trust for the brothers and sisters of the testator's wife. Under a settlement the wife had an estate for life in certain property, and the testator had a power of appointment among his children. Under the will of T., the testator had a power to appoint certain other property to his wife for life, subject to which power the property was given to his children. *Held*, that the will operated as an appointment both under the settlement and under the will.—*Thornton v. Thornton*, L. R. 20 Eq. 599.

See TRUST, 2.

APPORTIONMENT.—See LEGACY, 2.

APPROPRIATION OF PAYMENTS.

A creditor of a partnership, who is also creditor of one of the partners separately, and has security applicable to both debts, may apply the proceeds of the security to the payment of such debts in any way he may think fit.—See *Ex parte Dickin. In re Foster*, L. R. 20 Eq. 767.

See BILLS AND NOTES, 1, 2.

ARBITRATION.

The plaintiff was the transferee of shares in a company which denied his right to the shares; and the ground of the charge in the plaintiff's declaration was, that the company refused him his right as a member. The company answered, that the cause of action was a dispute between the company and the plaintiff as a member of the company, and by the rules of the company ought to be settled by arbitration. *Held*, that the dispute was not between the company and the plaintiff as a member, and did not fall within the arbitration clause.—*Prentice v. London*, L. R. 10 C. P. 679.

ASSIGNMENT.—See PRIORITY, 2.

ATTORNEY.—See SOLICITOR.

BANKRUPTCY.

1. Certain bankers to whom S. was indebted refused to accept security which S. offered; but they said that circumstances might arise which might make it desirable for them to have it; and S. agreed to let them have it at any time thereafter, if they should desire it. The bankers made further advances,