

pany which had assets in a foreign country in the hands of an official assignee to enter into an agreement with such official assignee for the pooling of all the assets and distributing them ratably among the English and foreign creditors, although there is no express provision in the English Bankruptcy Act authorizing such an arrangement.

BREACH OF PROMISE OF MARRIAGE—PROMISE BY MARRIED PERSON
TO MARRY ANOTHER—PUBLIC POLICY—INABILITY TO CONTRACT.

Spiers v. Hunt (1908) 1 K.B. 720 was an action for breach of promise of marriage; the promise was given by the defendant to marry the plaintiff on the death of the defendant's wife. Phillimore, J., held that such a promise is contrary to public policy and null and void.

Wilson v. Carnley (1908) 1 K.B. 729 is another case of the same kind, the promise being given when, to the knowledge of the plaintiff, the defendant was a married man, and in this case the Court of Appeal (Williams, Farwell and Kennedy, L.JJ.) came to the like conclusion.

PRACTICE—ACTION TO RECOVER GAMBLING DEBT—FRIVOLOUS AND
VEXATIOUS ACTION—CAUSE OF ACTION—NEW CONSIDERATION—
FORBEARANCE TO SUE.

In *Goodson v. Grierson* (1908) 1 K.B. 761, the defendant applied to dismiss the action as being frivolous and vexatious, on the ground that the plaintiff had admitted on his examination that the debt sought to be recovered was a gambling debt. But the plaintiff by his answer set up as the consideration for the defendant's indebtedness, his forbearance to sue and giving time to the defendant at the latter's request. The Master dismissed the action and Jelf, J., affirmed his order, but the Court of Appeal (Moulton and Buckley, L.JJ.) reversed the order, holding that the giving of time at the defendant's request might possibly constitute a good consideration for the debt claimed, and that at all events the action ought to proceed to trial in order that all the facts might be laid before the Court. "In order to support an application of this kind the defendant has to shew that under no possibility could here be a good cause of action consistently with the pleadings and the facts in the case," per Moulton, L.J.