

RECENT ENGLISH DECISIONS.

of the reversion as being *de facto* lessee to purchase the reversion, and while the negotiations were in progress borrowed of the plaintiff £300 and gave her a charge on the property which was to be conveyed to her so soon as the purchase of the reversion should be completed. Under these circumstances the plaintiff claimed priority over the mortgagees; but Pearson, J., decided that the purchase of the reversion enured to the benefit of the mortgagees, and therefore the plaintiff was not entitled to priority. At p. 234 he says, "The doctrine of this Court has always been that the mortgagor of a renewable lease can hold a renewed lease only subject to the mortgage. . . . If Newman himself were here he would be entitled to redeem the reversion on paying off the mortgages; but he would not be entitled to say to the mortgagees of the lease, I bought the property for your benefit, and you can only have it on paying me the purchase money which I gave for it. . . . It is impossible for the plaintiff to say that, in respect of the purchase money paid by Newman, she is entitled to priority over the mortgagees of the lease. I can conceive that she might be able to establish such a claim if she had advanced the money to buy the reversion; but that would be because she had no interest in the property through Newman, but was giving up a purchase on the terms of being repaid what she gave for it."

ADVANCEMENT—STATUTE OF DISTRIBUTION (22 AND 23 CAR. II. c. 10.)

The only remaining case in the June number of the Chancery Division to which we think reference necessary is that of *In re Blockley, Blockley v. Blockley* (29 Ch. D. 250) in which the point for adjudication was whether a gift by a father to his son to enable the latter to pay a debt was, on the death of the father intestate, "an advancement by portion" of the son within sec. 5 of the Statute of Distributions.

Pearson, J., held that it was, and in doing so dissented from the opinion to the contrary expressed by the late Sir Geo. Jessel in *Taylor v. Taylor* (L. R. 20 Eq. 155).

ACTION FOR MALICIOUSLY PROCURING BANKRUPTCY—BANKRUPTCY NOT SET ASIDE—DISMISSAL OF ACTION AS FRIVOLOUS AND VEXATIOUS.

We now turn to the Appeal Cases, very few of which, however, seem to call for any notice. The first case to which we direct attention is that of *The Metropolitan Bank v. Pooley* (10 App. Cas. 210) in which the House of Lords reversed an order of the Court of Appeal. The action was brought by a bankrupt to recover damages for maliciously procuring his bankruptcy, the adjudication not having been set aside. The defendant applied to dismiss the action on the ground that the facts disclosed by the statement of claim and affidavits showed it to be frivolous and vexatious. The Court of Appeal had refused the motion, but their Lordships, approving of the law as laid down in *Whitworth v. Hall* (2 B. & Ad. 695), granted the order, holding that until the bankruptcy proceedings had been set aside, they must be assumed to have been taken with reasonable and probable cause, and that therefore the plaintiff had no cause of action.

LETTERS PATENT—ESTOPPEL—PATENTEE IMPUGNING VALIDITY OF PATENT IN THE HANDS OF HIS ASSIGNEE.

The case of *Williams v. Cropper* (10 App. Cas. 249) deserves a passing notice from the fact that in it the House of Lords ruled that when a patentee becomes bankrupt, and his trustee in bankruptcy sells the patent, the patentee is not estopped from disputing the validity of the patent in the hands of the vendee. In this respect the decision of the Court of Appeal (26 Ch. D. 700) was affirmed. The case is also remarkable for another point in it arising on the pleadings. The action was brought to restrain the infringement of