include any person who, by the terms of the mortgage contract, is entitled to make payments.

In this case H. and W. each mortgaged some property to the same mortgagee, W. being as between himself and H. a surety. Both mortgages contained a proviso that they should be void on payment by H. or W. Payments were made by H., but none by W., within the statutory period. It was nevertheless held that the payments by H. kept alive the right of the mortgagee against the property covered by W.'s mortgage.

The gist of the decision may be best stated in the words of Lord Hobhouse:

> Payments made by a person who, under the terms of the contract, is entitled to make a tender, and from whom the mortgagee is bound to accept a tender, of money for the defeasance or redemption of the mortgage, are payments which by section 130 give a new starting-point for the lapse of time.

The decision of the Supreme Court, 9 S. C. R. 646, was reversed.

REHEARING OF APPEAL BY PRIVY COUNCIL.

The only other case which is necessary to be noted here is *Venkata* v. *Court of Wards*, 11 App. Cas. 660, in which the Judicial Committee discuss the question under what circumstances a rehearing of an appeal before the committee can be entertained, and they came to the conclusion that it can only be allowed, if ever, as an indulgence and not as of right in cases to prevent irremediable injustice being done by the court of last resort, when by some accident, without any blame to the party who has not been heard, an order has been made inadvertently as if the party had been heard. When both parties have been fully heard, such an indulgence is rarely if ever to be granted.

SELECTIONS.

ASSIGNMENT OF AFTER-ACQUIRED BOOK-DEBTS.

The expression "book-debts," observed Lord Esher, M.R., in *The Official Receiver, Trustee in the Bankruptcy of Izon* v. *Tailby* (reported in this month's *Law Journal*), "means debts arising in a trade or business in which it is useful to keep books—not necessarily those actually put into books, but those which ought to be booked in the ordinary course." But though not in itself a vague expression, the description of the book-debts purported to be there assigned could not well have been more indefinite, though the Queen's Bench Division thought otherwise, relying on *Clements* v. *Matthews* (11 Q. B. D. 808), but, said Lopes, L.J., "they paid too much attention to what was said by Lord Justice Bowen, and not enough to what was said by the majority of the Court.

It appears that Izon, a packing-case maker of Birmingham, made an arrangement with his creditors for the payment of a composition on his debts by instalments, for the last of which instalments one Tyrrell became surety. Izon gave to Tyrrell a bill of sale to secure payment to him of any sums which he might be called upon to pay as such surety. By the bill of sale, which was dated before the first of November, 1882, when the Bills of Sale Act of that year came into operation, Izon assigned to Tyrrell all and singular the stock-in-trade, fixtures, shop and office furniture, tools, machinery, implements, and effects now being, or which during the continuance of the security might be, in, upon, or about the premises of the mortgagor situate at 87 Parade, or any other place or places at which during the continuance of the security the mortgagor might carry on business, and also all the book-debts due and owing, or which might during the continuance of the security become due and owing, to the said mortgagor. The bill of sale, among other usual clauses, gave power to the mortgagee to take possession of and get in the subject-