is able, may if he choose, pass both examinations and practise both branches of the profession. From an amalgamation, effected on this footing, we do not think the bar of Victoria would have anything to fear in the way of loss of emoluments. In this Province we have men who are both solicitors and barristers, and yet practise exclusively one or other branch of the profession. Usually the one who practises advocacy only, has associated with him partners who confine themselves to solicitor's work; and an eminent counsel is able indirectly to reap great benefit not only from his earnings as a counsel, but also from the solicitor's business which his prestige as a counsel naturally attracts to his firm.

RECENT ENGLISH DECISIONS.

ATTACHMENT OF DEBTS — ASSIGNMENT BY JUDGMENT DEBTOR.

The first case which we find in the August number of the Queen's Bench Division is that of *Vyse* v. *Brown*, 13 Q. B. D. 199. This was an unsuccessful attempt to reach a debt alleged to have been fraudulently assigned by the debtor, by means of the attachment of the debt. The debt in question was a legacy due from the garnishee as executor, which had been assigned by the debtor to the garnishee in trust for the benefit of the debtor's wife for life, and afterwards upon other trusts. The judgment creditor contended that the assignment was void. But Williams, J., remarked that even assuming the settlement to be impeachable, there was nothing in the nature of a debt, either legal or equitable, due or accruing due from the garnishee to the judgment debtor; as between these two, the settlement stands good and there was not the least ground for saying that the settlor could revoke the settlement, or call upon the garnishee to pay the money over to him. "It was argued that the settlement must be treated as void and of no effect, and that consequently Brown (the garnishee), stood in the position of an executor, holding in hand a legacy due to the judgment debtor. There is, however, a fallacy in this argument; for, even supposing that the plaintiff had taken the proper steps to set aside the settlement as void, and had succeeded in doing so, even then Brown could never have been placed in the position of being obliged to pay over the money to Wise (the judgment debtor); the settlement would still be valid and subsisting between the parties; and although in such a suit Brown might be directed to pay over the whole, or a sufficient part of the settled fund to the creditor, that could never be by reason of his becoming indebted to the judgment debtor; the forms of decrees in such cases invariably exclude the settlor from all interest, and direct that any surplus of the fund shall follow the trusts of the settlement."

COVENANT TO PAY RATES—WATER RATES PAYABLE TO WATER COMPANY.

The next case we come to is *The Direct Spanish Telegraph Co.* v. *Shepherd*, 13 Q. B. D. 202, a decision of a Divisional Court. In a lease of a shop and basement and of three rooms on the third floor of the same house, the lessor covenanted to pay "all rates and taxes chargeable in respect of the demised premises," and the question was, whether the charges for water supplied by a water company to the shop and basement, and paid for by the tenant, were within the term "rates," and it was held that they were, and that, therefore, the lessor was liable to repay the tenant the moneys so paid by him. Hawkins, J., "I am of opinion that it is such a rate, and was in the contemplation of the parties to the contract. The General Water Works Clauses Act was passed in the year 1847, and this lease was made long after—in the year 1883. The interpretation clause of