

Court of Appeal (18 Q.B.D. 25), noted *ante* vol 23, p. 63. The simple question was whether a chattel mortgage which assigned (*inter alia*) all the book debts due and owing, or which might, during the continuance of the security, become due and owing to the mortgagor, was sufficiently specific. Their Lordships held that the assignment of future book debts, though not limited to book debts in any particular business, was sufficiently definite, and passed the equitable interest in book debts incurred after the assignment, whether in the business carried on by the mortgagor at the time of the assignment, or in any other business: overruling *Belding v. Read* 3 H. & C. 955, and *In re D'Epineuil*, 20 Chy. D. 758, and approving *In re Clarke*, *Coombe v. Carter*, 36 Chy. D. 348 (noted vol. 24. p. 41).

**BANKRUPTCY—REALIZATION OF ASSETS—INSURANCE ON DEBTOR'S LIFE—SUBMISSION TO MEDICAL EXAMINATION.**

*The Board of Trade v. Block*, 13 App. Cas. 570, is the name by which *In re Betts* 19 Q.B.D. 39, noted *ante* vol. 23, p. 291, is known in the House of Lords. In this case the majority of the Court of Appeal (Lord Esher, M.R. and Lopes, L.J.) held (Fry, L.J., dissenting) that a bankrupt could not be compelled to submit to a medical examination for the purpose of insuring his life, in order to realize more beneficially a contingent reversionary interest to which the bankrupt was entitled, and this decision was affirmed by the House of Lords (Lord Fitzgerald dissenting). Their Lordships holding that the statutory duty imposed on a bankrupt to "do all such acts and things in relation to his property and the distribution of his property among his creditors as may reasonably be required by the trustee," and to "aid to the utmost of his power in the realization of his property and the distribution of the proceeds among his creditors," did not include an obligation to submit to a medical examination, and that his refusal to submit was no ground for refusing him his discharge.

**"MINES AND OTHER MINERALS"—CLAY SUITABLE FOR BRICK; WHETHER INCLUDED IN "OTHER MINERALS."**

It may be useful to refer to the *Lord Provost and Magistrates of Glasgow v. Farie*, 13 App. Ca. 657, for the construction of a statute therein contained. The question arose whether under a statute relating to waterworks companies which provided that they "should not be entitled to any mines of coal, ironstone, slate, or other minerals, under any land purchased by them," they were entitled to a bed of clay suitable for brick-making. The House of Lords reversing the Court of Session, held that common clay forming the surface or subsoil of land, was not included in the reservation in the Act.

**PRACTICE—RIGHT TO APPEAL—DECREE BELOW THE APPEALABLE AMOUNT.**

In *Allan v. Pratt*, 13 App. Ca. 780, the plaintiff sought to recover \$5,000 damages, but only succeeded in recovering judgment for \$1,100. An appeal by the defendant to Her Majesty in Council was allowed by the Court of Appeal for Quebec, after hearing the parties; but on the appeal coming on to be heard before the Judicial Committee, their Lordships held that the measure of value