

C. of A.]

NOTES OF CASES—DIGEST OF ENGLISH LAW REPORTS.

the fifteen days, and without giving B. any notice, F. paid the amount. *Held*, that B. was entitled to recover the amount from F., and that F. could not protect himself on the ground that he had paid the money in obedience to the order of a Court of competent jurisdiction, as the Court had no authority to make such an order after T's assignment, the only remedy then available to his creditors being that given by the Insolvent Act; but even if the judgment had been that of a Court of competent jurisdiction, it could not defeat B's rights, as he was not a party to the proceedings, and was not affected with notice thereof.

Bethune, Q.C., for the appellant.

Richards, Q.C., for the respondent.

Appeal dismissed.

From C. C. Frontenac.]

[March 11.]

RE ERLY.

Insolvent Act 1875—Secs. 70, 71, 72, 73—Damages on cancellation of lease.

One E. agreed to rent certain premises for ten years, on condition that certain improvements were made. The agreement was evidenced by a letter from the landlord, to the terms of which E. assented; but no lease was executed. After the alterations were completed E. entered, and while still in possession under this agreement became insolvent. The inspectors cancelled the lease and delivered up the premises at the end of the current year—whereupon the landlord claimed to be allowed damages under the 70th and three succeeding sections of the Insolvent Act of 1875.

Held, affirming the decision of the County Court Judge, that it was not intended to limit these sections to leases valid only at law, but that they applied equally to leases valid in equity, and that the landlord was therefore entitled to prove.

Delamere, for the appellant.

O'Sullivan, for the respondent.

Appeal dismissed.

From C. C. Hastings.]

[April 16.]

RE JONES.

Insolvent Act, 1875—Double proof.

Where a creditor holds security on the partnership estate for the individual liability of the insolvent, he is entitled to prove against

the separate estate without putting a value on such security.

E. Martin, Q.C., for the appellant.

G. H. Dickson for the respondent.

Appeal dismissed.

ENGLISH REPORTS.

DIGEST OF THE ENGLISH LAW REPORTS FOR MAY, JUNE, AND JULY, 1877.

ACCESSORY—See MURDER.

ADMINISTRATION—See EXECUTORS AND ADMINISTRATORS.

AMBIGUITY—See WILL, 4.

ANNUITY—See PROOF.

APPOINTMENT—See ELECTION.

AUCTION—See SALE, 4.

BAILOR AND BAILEE—See MASTER AND SERVANT, 2.

BANKRUPTCY—See BILLS AND NOTES, 1, 2; PARTNERSHIP, 2; PROOF.

BANKS AND BANKING—See PARTNERSHIP, 1.

BEQUEST.

1. Gift of £10 to G. P. after the death of the life-tenant. G. P. was named as one executor and trustee, but did not accept. *Held*, that the usual presumption that the gift was made to him as executor was rebutted by its not being payable till after the death of the tenant for life, and that G. P. was entitled to the gift.—*In re Reeve's Trusts*, 4 Ch. D. 841.

2. Will appointing widow executrix, directing sale of real estate, and the widow to pay the debts. Bequest to the widow of "all my money, cattle, farming implements, &c; she paying my brother J. the sum of —, to him or his heirs; to my brother L. the sum of —, to him or his heirs." *Held*, that the widow was entitled to the whole, subject to the payment of the debts.—*Chapman v. Chapman*, 4 Ch. D. 800.

BILL OF LADING.

December 22, 1875, G. & Co., fruit merchants, bought a shipment of goods of the defendants, payment by acceptance at three months on delivery of the shipping documents. Jan. 1, 1876, G. & Co. applied to the plaintiff for an advance of £2,000. They were already indebted to the plaintiff, and he advanced the £2,000, on the promise of G. & Co., to cover their previous account with further security. Jan. 4, the bill of lading, bearing date Dec. 29, 1875, indorsed in blank by defendants, was handed to G. & Co., and