each of the partners must have committed an act of bankruptcy, and that the infant partner had not committed any such act.

MORTGAGE—ASSIGNEE OF EQUITY OF REDEMPTION—PAYMENT OF INTEREST BY ASSIGNEE—PRIVITY OF CONTRACT.

In re Errington, (1894) 1 Q.B. 11, which is another bankruptcy case, is also deserving of notice as bearing on a question frequently raised in our own courts in such cases as *Clarkson* v. *Scott*, 25 Gr. 373; *Aldous* v. *Hicks*, 21 O.R. 95; *Frontenac L. & S. Society* v. *Hysop*, 21 O.R. 577; *British Canadian Loan Co.* v. *Tear*, 23 O.R. 664. In the present case, a mortgagor having assigned his equity of redemption, the assignee paid interest on the mortgage to the assignee of the mortgage from time to time, and when sued for arrears he suffered judgment by default. Being afterwards adjudged a bankrupt, the assignee of the mortgage claimed to prove against his estate for further years of interest, the original mortgagor having absconded; but it was held by Williams and Kennedy, JJ., that there was no privity of contract between the assignee of the equity of redemption and the transferee of the mortgage, and therefore there was no personal liability on the part of the assignee of the equity of redemption to pay interest on the mortgage, and the claim was therefore rejected.

CONTRACT TO INSURE PAYMENT OF SUM DEPOSITED WITH BANK—INSURANCE—SURETYSHIP—STATUTORY DISCHARGE OF DEBTOR, EFFECT OF, AS AGAINST INSURER.

Dane v. *The Mortgage Insurance Corporation*, (1894) 1 Q.B. 54, was an action to enforce a somewhat peculiar contract. By an instrument purporting to be a "policy of insurance," the defendants assured the plaintiff the payment of a sum of money deposited by her in a bank in Australia. The bank made default in payment of the sum so deposited, and subsequently, by an arrangement between the bank and its creditors—to which, however, the plaintiff did not assent, but which was binding on her, and was carried out under the provisions of a statute and the sanction of a colonial court—the bank was wound up, and a new bank was constituted, and the creditors became entitled thereby to certain rights against the new bank in satisfaction of their debts. The defendants contended that this arrangement had the effect of releasing them from liability, and that the new arrangement amounted to an accord and satisfaction. The Court of