

Wednesday, March 17.

SECOND DIVISION.

[Sheriff of Inverness-shire.]

GRANT v. SCHOOL BOARD OF URQUHART
AND GLENMORISTON.

School—Teacher—Emoluments of Teacher—Government Grant—Teacher Appointed previous to the Passing of the Education (Scotland) Act 1872—Education (Scotland) Act 1872 (35 and 36 Vict. cap. 62), sec. 55.

Prior to the passing of the Education (Scotland) Act 1872 the heritors of a parish advertised for a teacher, stating that he would receive as part of his income the Government grant. A teacher applied for and was appointed to the office. After the Act passed the grant largely increased, and from 1873 onwards it was paid to the School Board and not to the teacher. In a question between the teacher and the board as to what were his emoluments as at the passing of the Act, he claimed, *inter alia*, the increased Government grant. Held that he was not entitled thereto, because the heritors could not legally contract, and did not in point of fact contract, that the Government grant should always be continued to him—its nature being inconsistent with such a contract.

Question, Whether even the amount of Government grant which he was actually receiving at the passing of the Act, and the amount of which the School Board were willing to continue to pay, formed part of the “emoluments by law, contract, or usage secured to or enjoyed by” the teacher in the sense of section 55 of the Act?

On 19th October 1871 the heritors of the united parishes of Urquhart and Glenmoriston advertised for a schoolmaster in the following terms:—“Wanted, for the Parish School, Urquhart, a schoolmaster qualified to teach the branches taught in first-class parish schools. Income—Heritor’s salary, £45, with Government grant, registrarship, fees, and house and garden. A knowledge of Gaelic, *ceteris paribus*, a strong recommendation. Apply, with certificates,” &c. . . .

Angus Grant, the pursuer of this action, applied for the position, and was appointed, and entered upon his duties soon afterwards. A scale of fees was fixed by the heritors. The heritor’s salary was £45, the Government grant at the passing of the Education Act 1872 £21, 10s., the fees for the year ending March 1873, £39, 14s., which with an allowance of £5 for instructing a pupil-teacher, made the emoluments £111, 4s. annually. The Education (Scotland) Act 1872 (35 and 36 Vict. cap. 62), which came into force soon after his appointment, provides by sec. 55, that teachers of public schools appointed previously to the passing of the Act “shall not, with respect to tenure of office, emoluments, or retiring allowance as by law, contract, or usage secured to or enjoyed by them at the passing of this Act, be prejudiced by any of the provisions herein contained, and such emoluments and retiring allowances shall be paid and provided by the school board having

the management of such schools respectively.” In consequence of the passing of that Act a School Board was in 1873 elected for the united parishes. The pursuer remained as the School Board teacher of one of the schools under the new board. After the Act passed the clerk of the board, by instructions of the board, wrote to inquire whether the pursuer was willing “to take employment under the board for the current year at the present rate of salary enjoyed by him.” He agreed to do so, and in answer to the request of the chairman stated that the emoluments were £111, 4s., his letter bringing out the details above given. In 1873 the board adopted a new and somewhat lower scale of fees.

On 2d August 1877 the pursuer applied to the board for “an increase of salary.” On 5th September 1877 the board by minute agreed “to pay to Mr Grant, in addition to his present emoluments of £111, 4s., an allowance of £18, 16s. stg. per annum during the pleasure of the board from and after the date of his letter.” The addition was verbally intimated to him, but the minute stating it was to be at the pleasure of the board was not communicated.

In 1879 the third School Board was elected, and on 5th February 1880 the clerk to the board wrote to the pursuer as follows:—“The Board have reduced your salary from £130 to £111, 4s. per annum, and I am instructed to intimate to you that the reduction will commence to take effect at 14th May next.” The pursuer wrote to the board protesting against the proposal, pointing out that the £111, 4s. at first paid to him in 1873 was for the current year only, and contending that as an old parochial teacher he had legal rights to his emoluments under sec. 55 of the Education Act 1872, and stating that he adhered “to my legal rights which entitle me to considerably more than £130 a-year of income.” Since the pursuer’s appointment the Government grant had been much increased. In 1881 it was £80, in 1882 it was £82, and in 1883 over £82. From and after 1873 it ceased to be paid to teachers, and was paid to School Boards. After the date of his letter just quoted, the pursuer gave receipts “to account of” his salary, and not in full thereof.

A new board was elected in 1882 which took the same view of the question with the pursuer as its predecessor. On 12th April 1883 the board by minute resolved that “Mr Grant, teacher, Public School, Glenurquhart, be asked to give a discharge ‘in full’ of his salary to date instead of ‘to account’ as at present.” A copy of this minute was sent to the pursuer, and in his reply he declined to give a discharge in full, as he was not prepared to accept £111, 4s. in lieu of his emoluments as agreed on when he became schoolmaster in 1871.

In November 1883 the pursuer brought this action against the board in the Sheriff Court at Inverness. He claimed (1) the heritor’s salary for the three years from 1880; (2) the Government grant to the school for same period; (3) the school fees for same period; (4) an allowance in respect of an inferior garden which had been provided to him since the new schoolhouse was provided in 1877.

After giving the board credit for salary at £111, 4s. for the three years, *i.e.*, £333, 12s., there remained £172, 19s. 11d., chiefly consist-

ing of the increased Government grant, which with £10 interest made up £182, 19s. 11d., being the sum sued for.

The defenders averred that his emoluments under his original engagement with the heritors consisted of the salary of £45 per annum, the Government grant earned by the school, and fees collected from the scholars, with the use of the house and garden, subject to certain deductions for the cost of carrying on the school, lighting, taxes, &c.; that in 1873 when the pursuer first came into the position of a school board teacher the sum of £111, 4s. was fixed on (as made up by himself) not in lieu of emoluments, but as a salary allowed and received by him from the board as equivalent thereto, on the footing that the pursuer accepted the position of a public school teacher, the servant of the board, and that he had now no other *status* whatever.

The pursuer pleaded—"The sums sued for being not more than the emoluments secured to the pursuer by law and usage, and by contract made before the passing of the Education Act of 1872, he is entitled to decree as prayed for, with expenses."

The defenders pleaded that the pursuer being a teacher under the board according to contract with them, and having been paid his full salary, nothing was resting-owing, and *alternatively* that if still entitled to emolument as a parochial teacher appointed before 1872 he had not been prejudiced therein.

After a proof the Sheriff-Substitute (BLAIR) on 21st February 1885, found "in law that what passed in 1873 and 1877 constituted a contract" between the pursuer and the board, "by which pursuer gave up his right to the fees and emoluments enjoyed by him prior to 1873, and became entitled to the emoluments fixed on from 2d August 1877 so long as he held office;" therefore repelled the defences, and decreed for a sum brought out as the amount due to the pursuer, with expenses.

"*Note.*— . . . The question is, whether the pursuer is entitled to claim the £130 a-year during his tenure of office, or whether the defenders are entitled to reduce his salary to £111, 4s. without his consent?"

"In my opinion, the pursuer is entitled to claim and to receive £130 a-year as the emoluments of his office so long as he holds the office of parochial teacher in the parish, and that the defenders are not entitled to alter the terms of the contract made by the pursuer and their predecessors in office in September 1877 without his consent. If the pursuer is to be held bound on the one hand, the defenders, as successors in office of the board of 1880, must be held bound on the other; it cannot be permitted to them to rescind at their pleasure a contract which the pursuer was entitled to consider as permanent as the tenure of his office. I am not influenced by the fact that the minutes of the meeting of the School Board of 5th September 1877 bears that the additional allowance then granted to the pursuer was 'during the pleasure of the board,' because that stipulation was not communicated to the pursuer, and was not known to him until after the present proceedings were begun. They were bound to communicate this condition to the pursuer, and their not having done so is sufficient

to exclude the idea of their action in inserting it in their minutes being that of a person in *bona fide*.

"On a careful consideration of the whole circumstances as detailed in evidence, I am of opinion that the defenders have failed to establish their defence; that the present claim falls under the principle of the case of *Somers v. The School Board of Teviothead*, 31st October 1879, 1 R. 121, and that the arrangements come to in 1877, though not expressed to be permanent, must be held to be so.

"Other questions arose during the debate, but in the view which I have taken of the contract between the parties it is unnecessary to consider them.

"Reference is also made to *Hunter v. School Board of Kelso*, 6th March 1875, 2 R. 520; *School Board of Mochrum v. M'Farlane*, 27th May 1875, 12 S.L.R. 457; *Fraser v. School Board of Carlisle*, 14th June 1877, 4 R. 892."

On appeal the Sheriff (IVORY) recalled that interlocutor and found "(1) that at the date of the passing of the Education (Scotland) Act 1872 the emoluments of the pursuer as schoolmaster of the parish school of Urquhart amounted in all to the sum of £111, 4s. per annum; (2) that on the said Act coming into operation the first School Board found it necessary to make new arrangements for carrying on the work of education in the parish, and in June 1873 entered in an arrangement with the pursuer whereby he agreed to take employment under the School Board for the year then current at the salary of £111, 4s.; (3) that the pursuer continued in the employment of the said board as teacher from the said date down to 2d August 1877, at the said salary of £111, 4s.; (4) that on the last-mentioned date the pursuer applied for an increase of salary, and in consequence the board on 5th September 1877 increased his salary to the sum of £130 per annum from the date of pursuer's application during the pleasure of the board; (5) that on 4th February 1880 the board passed a resolution reducing the pursuer's salary to the original sum of £111, 4s., and caused due notice to be given him of the said reduction, and that the same was to take effect on the 14th May then next; (6) that from 14th May 1880 down to 14th May 1883 (being the period for which the pursuer's salary and other emoluments now sued for are alleged to be payable) the board duly paid to pursuer his salary at the rate of £111, 4s. per annum: Finds in law that the defenders were under no obligation to pay to the pursuer for the three years from 14th May 1880 to 14th May 1883 a higher salary than £111, 4s., being the full amount of his emoluments at the date of the passing of the said Act, and that the defenders are not resting-owing to the pursuer any portion of the sum sued for: Therefore to the above extent and effect sustains the defences, assolvies the defenders from the conclusions of the action, and decrees: Finds no expenses due to or by either party."

"*Note.*—[After expressing the view that the pursuer had not renounced his legal rights as defenders contended, but that he had been paid in full his legal emoluments as at the passing of the Education Act by receipt of £111, 4s. annually]—If it were true, as the pursuer contends, that he is entitled not merely to the fees and Government grant

enjoyed by him at the passing of the Act, but to the fees and Government grant now paid to the School Board, the pursuer would have much to say in support of his present claim. The fees indeed would make little difference. For according to his own statement the fees formerly enjoyed by him amounted to £39, 14s. annually, while the fees of the present school amounted during the three years from May 1880 to May 1883 to £40, 18s. 7d. per annum. But the Government grant during these three years amounted to about £82 per annum, while that enjoyed by the pursuer prior to the passing of the Act amounted to only £21, 10s.

"In regard to the fees the Sheriff is of opinion that the pursuer is not entitled to claim even the small increase in the amount of these. The pursuer's school no longer remains on its former footing, but its constitution has been wholly altered. Since 1873, when the pursuer first accepted employment under the School Board, other two schools have been conjoined with his school—a new schoolhouse to accommodate more scholars, and a schoolmaster's house, have been built, a new scale of fees has been adopted, and additional teachers have been appointed to the new conjoined school. The fees therefore in the new school during the period in question were earned not only by the pursuer but by the other teachers, and the pursuer can in no view claim right to the whole of them. The case of *Fraser v. School Board of Carlisle*, 4 R. 892, was referred to by the pursuer as an authority in support of his right to claim the present fees of the school. But that case appears to be clearly adverse to the pursuer's claim. For Lord Rutherford Clark there observed that 'a material change is about to be made in the constitution of the schools, and when that change is made the pursuer does not contend that he can thereafter claim the fees,' and his Lordship thereafter stated it as his opinion that the pursuer would only 'be entitled to the fees till the school is placed on its new footing.'

"The same observations apply to the Government grant. It is a grant given to a differently constituted school, in which several other teachers were employed, and by whose efforts along with those of the pursuer it was earned. Further, by the code in operation prior to the passing of the Act the grant was payable to the teacher. For the three years from May 1880 to May 1883 the code then in operation provided that it should be payable to the School Board.

"On these grounds the Sheriff is of opinion that the defenders are entitled to absolvitor. In the whole circumstances, however, and especially considering that the defenders have failed in establishing their main contention that the pursuer in 1873 renounced his legal rights as schoolmaster appointed prior to the passing of the Act, and became bound by contract to accept £111, 4s. as his salary in all time coming, and further, that they failed in their duty in not duly intimating to the pursuer that his increased salary was only granted during the pleasure of the Board (but for which failure of duty this action would probably never have been raised), he has found no expenses due to either party."

The pursuer appealed to the Court of Session, and argued—The pursuer originally by terms of the advertisement, and by his engagement, made

a contract with the heritors that he should in all time coming, besides his fees and other emoluments, receive the Government grant which should be earned by the school of which he was master. That was quite a lawful contract—*Somers v. The School Board of Terriothead*, October 31, 1879, 1 R. 121. In this matter the School Board merely came in the place of the heritors who had originally engaged him. Although under the old Act the Government grant was paid directly to the teacher, and under the Act of 1872 it was paid to the School Board, that made no difference; they were still bound to pay him the full grant. The Education Act 1872, sec. 55, provided that teachers of public schools appointed previously to the passing of the Act should not be prejudiced by its passing in regard to any emoluments previously enjoyed by them, and the pursuer had previously to 1872 had the payment of the full Government grant earned by his school, and was therefore entitled to receive it still—*Hunter v. School Board of Kelso*, March 6, 1875, 2 R. 520.

Argued for the defenders—The contract which the pursuer had with the heritors necessarily came to an end when the Education Act passed and the School Board took over the school. The School Board were entitled to make any changes in the arrangement of the schools under their charge that they thought necessary, and therefore when they made changes as they had done in regard to the pursuer's school, they were entitled to change his salary—*Hunter v. Kelso School Board* (quoted *supra*); *Fraser v. School Board of Carlisle*, June 14, 1877, 4 R. 892; *Doak v. Neilston School Board*, Feb. 9, 1884, 11 R. 574. The pursuer could not legally contract for the payment of Government grant to him for all future time he should be the teacher. The School Board under section 55 of the Education Act were bound to make the pursuer's emoluments not less than at the passing of the Act, and they did this in respect of the payment of £21 which he received at the passing of the Act. The whole of the Government grant went into the general fund of the School Board, and was available only for the general purposes of the board.

At advising—

Lord Young delivered the judgment of the Court:—The pursuer is public school teacher at Glenurquhart, and he sues the School Board of the parish in which his school is situated for £172, 19s. 11d. [with interest, £182, 18s. 11d.] as the unpaid balance of the emoluments due to him between 15th May 1880 and 15th May 1883. He was appointed previously to the passing of the Education Act 1872, and so is entitled to the "emoluments as by law, contract, or usage secured to or enjoyed by him at the passing of this Act"—the School Board being by section 55 of the Act directed to pay them. For each of the three years embraced by the action he has been paid a salary of £111, 4s., and condescendence 5 exhibits the manner in which the balance sued for is brought out. In condescendence 1 the contract between him and the heritors for his emoluments is averred by a citation from the advertisement to which he responded, and on which he was appointed. There was no other contract. He was in fact simply

appointed to the office of schoolmaster with the then existing heritors' salary of £45, Government grant, registrarship, fees, and house and garden.

It was the custom to give the registrarship to the schoolmaster, and the pursuer having got it accordingly, and having it now, there is no question about it. Neither is there any about the salary of £45. The other heads, namely, Government grant, fees, and house and garden, are those about which there is a dispute.

With respect to the fees and the house and garden, the controversy is really too insignificant to merit attention in this Court when reviewing the judgment of the Sheriff. I should wish to say, however, that I think there was no other contract regarding school fees than that the pursuer should as teacher have the fees as fixed by the heritors and minister for the time, which is precisely what the law would have given to him on his appointment without any contract on the subject.

The really important dispute between the parties regards the Government grant. And I begin by observing that at and before the date of the pursuer's appointment the Government grant was made to the teacher himself, and paid to him directly by the Government. It was natural and proper enough to notice in the advertisement the fact that the teacher of this school was in use to receive Government grant, but it was not in the power of the heritors to contract with an appointee that it should be continued to him. The duly appointed teacher would receive just so much as the Government chose to pay to him as a bounty out of money voted by Parliament to Her Majesty for the promotion of education, but the heritors could not do more in the matter of such bounty than appoint the pursuer or some other to the office which qualified him to be a recipient so long as Parliament voted the money and the Government saw proper to make him a grant out of it. There was no need of contract with the heritors, or of anything beyond simple appointment to the office of teacher, to enable the pursuer to receive and retain what the Government were pleased to pay him, and I have no idea that any contract on the subject was intended. The teacher might perhaps have contracted, in consideration of a fair covenanted equivalent, to hand over to the heritors any Government grant which he should receive, but a contract that he might keep what he got would be meaningless, or at least superfluous. The pursuer in fact received, and of course retained, the grant which the Government awarded to him. The amount was, as I understand, £21, 10s. for each of the years 1872 and 1873. Thereafter although money has continued to be annually voted by Parliament (and of ever increasing amount) for the promotion of education, the Department of the Government charged with the administration of it has materially and repeatedly altered the conditions and rules which govern the distribution. Since 1873 there have been no grants to the teachers of public schools in Scotland, all grants which the Government has seen fit to make for the promotion and encouragement of education in these schools having been made and continuing to be made to the School Boards "having the management of such schools respectively." That the change might cause no avoidable prejudice to the pursuer, the

first elected School Board in his parish called upon him for a statement of "the amount of the yearly emoluments received by him as parish schoolmaster from all sources." The request for this information was made on 7th May 1873, and the information given on 3d November 1873, showing the amount of the emoluments to be £111, 4s., one of the items thereof being "Government grant, £21, 10s." I have indicated reasons for doubting whether this item was "by law, contract, or usage secured to or enjoyed by him at the passing of this Act"—the Act of 1872—so that the School Board should be bound to pay it (or an equivalent) to him thereafter. But I need not pursue this topic, for the School Board very properly I think determined that he should not suffer by its discontinuance, and so agreed to take account of it in fixing his salary, which they in fact fixed at the sum returned by himself as the amount of his emoluments from all sources, viz., £111, 4s. I am of opinion that the School Board thus satisfied, not the letter only, but the spirit of section 55 of the Act. I need hardly say that the legal rights and obligations of the parties *hinc inde* were not affected by the increase of £18, 6s. made in 1877 and continued till 1880—for the pursuer did not contend that they were, and his action is not to enforce the continuance of that increase as a permanency, but to assert his rights under section 55 of the Act to the emoluments secured to him by law at the passing of the Act. I should have been glad had it been possible to take the view of the Sheriff-Substitute, and so to have avoided the necessity of compelling the pursuer to return again to the smaller salary after enjoying the larger with, no doubt, good hope of its continuance. But I am constrained to agree with the Sheriff and both parties that it is impossible.

I have said enough for the decision of the case, for it is admitted that the pursuer has during the three years to which the action relates been paid the salary of £111, 4s. The proposition that the School Board during these three years 1880-3 received the Government grant as trustees for the pursuer by reason of his contract with the heritors on his appointment is, I think, quite untenable. The Government is under no legal obligation whatever to make grants to this or any other school board, and neither this nor any other school board, nor the managing body of any school (for Government grants are not in fact confined to board schools and their managers), is under any legal obligation to comply with the conditions—varying from time to time—on which the Government of the day may think proper to make grants. It is however enough to say that the pursuer's emoluments as secured to him by law at the passing of the Act of 1872 have been paid to him during the three years to which the action is confined, and that for these years nothing is due to him by the defenders.

The result is, I think, the appeal should be dismissed and the judgment affirmed.

The LORD JUSTICE-CLERK, LORD CRAIGHILL, and LORD RUTHEFURD-CLARK concurred.

The Court pronounced this interlocutor—

"Find (1) that at and prior to the passing of the Education (Scotland) Act 1872 the pursuer was schoolmaster of the school of the parish

of Urquhart, and that his emoluments as such in all amounted to £111, 4s. per annum ; (2) That on the said Act coming into operation it was agreed between the School Board of the parish and the pursuer, in June 1873, that his salary for the year then current should be as previously, £111, 4s., and that he discharged the duties of his said office at that rate of salary from the said date till 2d August 1877, when it was raised to £130 per annum during the pleasure of the board ; (3) That on 11th February 1880 the board reduced his salary to £111, 4s., the sum paid to him before the passing of the said Act, and intimated the reduction to him, and that it would take effect on 14th May thereafter, from which date till 14th May 1883 his salary was paid to him at the said reduced rate: Find in law that the defenders were under no obligation to pay to the pursuer for the three years ending at 14th May 1883 any salary exceeding the amount of his emoluments at the passing of the said Act, and are not resting-owing to him any portion of the sum sued for: Therefore dismiss the appeal, affirm the judgment of the Sheriff appealed against, find the defenders entitled to expenses," &c.

Counsel for Pursuer—D.-F. Mackintosh, Q.C.
—Guthrie. Agents—John Clerk Brodie & Sons,
W.S.

Counsel for Defenders—Comrie Thomson—
—Begg. Agents—Morton, Neilson, & Smart, W.S.

Thursday, March 18.

FIRST DIVISION.

[Sheriff-Substitute of Forfarshire.

KIRKLAND v. MORE (KIRKLAND'S TRUSTEE).

Bankruptcy—Vesting of Estate in Trustee—Spes successioneis—Bankruptcy (Scotland) Act 1856 (19 and 20 Vict. cap. 79), secs. 4, 81, 102.

Held (1) that a *spes successioneis* belonging to a bankrupt, not being attachable by diligence, does not vest in the trustee in his sequestration under sec. 102 of the statute; but (2) that a *spes successioneis*, if valuable, and capable of legal alienation, falls under the definition of "estate" in sec. 4 of the statute, and must be included by the bankrupt in his state of affairs under sec. 81, and made available by assignation to the trustee.

Observed that the proper course for the trustee where such an assignation is refused is not to object to a petition for discharge, but to report that the bankrupt has not made a full surrender of his estate.

Bankruptcy—Spes successioneis—Obligation to Assign—Discharge—Bankruptcy (Scotland) Act 1856 (19 and 20 Vict. cap. 79), sec. 81.

Where a bankrupt petitioned to be found entitled to his discharge, and the trustee objected on the ground that he refused to convey to him a *spes successioneis* in certain events to a liferent of estate, but it appeared

that in the deed conferring this eventual right there was a clause that a party conveying his right thereunder should thereby forfeit the same and give place to the next in succession, and the deed conveying it should be void—*held* that in respect of this clause of forfeiture the *spes successioneis* in question was of no value to the creditors, and the bankrupt could not be called on to convey it as a condition of his discharge.

The estates of John Kirkland & Son, wood merchants, Dundee, and of John Kirkland and David Robertson Souter Kirkland, the individual partners of the firm, were sequestrated on 27th August 1883, and Francis More, Chartered Accountant, Edinburgh, was appointed trustee. A dividend of 6s. 3½d. per £ was paid on the estates of John Kirkland & Son, and a dividend of 3d. per £ on the estates of D. R. S. Kirkland as an individual.

This was a petition for discharge presented on 14th October 1885 in the Sheriff Court at Dundee by D. R. S. Kirkland. As the petition was presented more than two years after the date when sequestration was awarded, no consents of creditors were required under the statute (sec. 146).

The necessary report from the trustee had been obtained on 27th August 1884, and was in these terms—"The trustee has to report, in terms of the 146th section of the Bankruptcy (Scotland) Act 1856, that the aforesaid David Robertson Souter Kirkland has complied with all the provisions of the statute; that he believes that the bankrupt has made a fair discovery and surrender of his estate; that he has attended the diets of examination, and has not, so far as known to the trustee, been guilty of any collusion, but that his bankruptcy has arisen from losses in business, and not from culpable or undue conduct."

The trustee however lodged a note of objections to the bankrupt's petition for discharge, in which he made the following statement—"Under a deed of settlement granted by the late George Robertson Chaplin of Colliston, dated 29th September 1864, and recorded 13th May 1869, he conveyed to the bankrupt's mother in liferent, for her liferent use alienarily, and after her death to the bankrupt's brother Robertson, for his liferent use alienarily, and to the heirs of his body in fee, whom failing to the bankrupt in liferent, for his liferent use alienarily, the lands and estate of Harwood. Mr Chaplin died on 8th May 1869. The bankrupt's mother is alive and in the enjoyment of the liferent of that estate conferred on her by Mr Chaplin's deed of settlement. The bankrupt's brother Robertson is alive, and he is unmarried. The bankrupt has been called on by the trustee to convey to him for behoof of the creditors the *spes successioneis* conferred on him by Mr Chaplin's deed of settlement, but the bankrupt has refused to grant any such deed. The trustee believes that if he were in possession of a conveyance to that *spes successioneis* he could realise a very considerable sum for it."

The trustee therefore objected to the discharge until the bankrupt should have conveyed to him for behoof of his creditors his *spes successioneis* to the liferent of the estate of Harwood.

The deed of settlement conferring this *spes successioneis* upon the bankrupt contained this clause—"All parties who shall at my death or at any time thereafter have any beneficial interest, contingent or otherwise, under this settle-