

complainant for repayment of the sums of £133 6s. 9d., £203 15s. 3d. and £25 in the said order mentioned," and by omitting the direction for payment by Cock of £20 towards the costs of Howden in the Court of Insolvency. The order of the Court of Insolvency will be restored so far as regards the costs to be paid by Howden to Cock. There will be no order as to the costs of this appeal.

H. C. OF A.  
1915.  
—  
COCK  
v.  
HOWDEN.  
—

Order accordingly.

Solicitors, for the appellant, *Morgan & Fyffe*.  
Solicitor, for the respondent, *J. W. Dixon*.

B. L.

[HIGH COURT OF AUSTRALIA.]

PEDEN . . . . . APPELLANT;  
PLAINTIFF,  
  
AND  
  
LITTLE AND OTHERS . . . . . RESPONDENTS.  
DEFENDANTS,

ON APPEAL FROM THE SUPREME COURT OF  
VICTORIA.

*Book Debts—Assignment—Portion of debt to become due—Special leave to appeal to High Court—Book Debts Act 1896 (Vict.) (No. 1424), secs. 2, 3.*

H. C. OF A.  
1915.  
—  
MELBOURNE,  
Sept. 9.  
—  
Griffith C.J.,  
Gavan Duffy  
and Rich JJ.

Special leave to appeal from the Supreme Court of Victoria refused.

APPLICATION for special leave to appeal.

One John Diwell had entered into a contract with John Little and several other persons, who were the committee of a church, for carrying out certain repairs to the church for a sum of £239

H. C. OF A. 17s. 10d. Diwell arranged with William John Peden to do a certain portion of the work and to advance certain moneys and material for the work; and, to secure Peden, gave him on 20th July 1914 a written order addressed to the committee requesting them to pay to Peden the sum of £60 out of the balance of moneys due to Diwell on completion of the contract. The contract having been completed and the £60 not having been paid, Peden brought an action in the County Court at Casterton to recover that sum from the members of the committee as being due under the order or assignment of 20th July 1914. The plaintiff was nonsuited on the ground that the assignment relied upon was void for non-registration under the *Book Debts Act* 1896. He then appealed to the Supreme Court but the appeal was dismissed.

The plaintiff now applied for special leave to appeal to the High Court from that decision.

*H. Walker* for the appellant. A single sum of money which will become due in the future under a contract of this kind is not a "book debt" within the definition in sec. 2 of the *Book Debts Act* 1896. That question was left open in *Shackell v. Howe, Thornton & Palmer* (1). Sec. 3 of that Act does not apply to an assignment of part of a single debt.

PER CURIAM. This is not a case for special leave. The application is refused.

*Special leave to appeal refused.*

Solicitors, for the appellant, *Weigall & Crowther* for *Frank W. Abbott*, Casterton.

B. L.

(1) 8 C.L.R. 170.