IMPERFECT GIFT OF PERSONALTY—APPOINTMENT OF DONEE AS EXECUTOR—BONDS PAYABLE TO BEARER—INTENTION TO GIVE.

In re Stewart, Stewart v. *McLaughlin* (1908) 2 Ch. 251. Neville, J., here holds that where a testator with the intention of benefiting his wife had shortly before his death purchased three bonds payable to bearer, which remained in his broker's hands, at the time of his death, and by his will he appointed his wife one of his executors, that this appointment, following *Strong* v. *Bird* (1874) L.R. 18 Eq. 315, had the effect of completing the imperfect gift of the bonds in favour of the wife, and he also held that the principle of *Strong* v. *Bird* is not confined to the case of the release of a debt due from the executor to the testator, and that it was immaterial that the donee is not the sole executor.

FRIENDLY SOCIETY—ARBITRATION UNDER RULES—COSTS—JURISDICTION TO AWARD COSTS.

In *Catt* v. *Wood* (1908) 2 K.B. 458, the plaintiff, a member of a friendly society, claimed to restrain the officers of the society from suspending him from the society in the following circumstances. The Friendly Societies Act, 1896, provides that disputes between members and the society are to be settled in the manner provided for by rules of the society. The plaintiff and his son were members of a Foresters' Society which was within the Act, and by the rules of the society it was provided that disputes should be settled by arbitration and that the decision of the arbitration and appeal committee should be final, and that any member refusing to comply should be suspended. The rules also provided that the arbitration committee might order either party to an arbitration to pay costs. The plaintiff's son became lunatic and was removed to an asylum. The plaintiff, in his son's name, but really to recoup himself for his son's maintenance, applied to the society for sick pay, which claim was referred to arbitration and decided in the son's favour; and sick pay was awarded from a certain date. The plaintiff then claimed that it ought to commence earlier. This claim was also referred to arbitration and decided against the father, who was ordered to pay costs, which he refused to do and was suspended from membership under the rules. The plaintiff claimed that the rule providing for suspension was ultra vires, but Coleridge, J., who tried the action, held that it was not, and the Court of Appeal (Williams, Farwell and Kennedy, L.JJ.) affirmed his