be contemporaneous. In this case, in November, 1883, the plaintiff agreed to lend to one Stephen Tucker £2,500 on the security of a valuable collection of prints and engravings. On the 19th November, 1883, £1,250 was advanced on account of the loan, and it was arranged between the parties that the collection should be stored in a certain room; and on 21st December, 1883, Tucker wrote to the plaintiff, saying: "The collection has been moved in to-day; Larkin has the key, which I place entirely at your disposal." On 24th December, 1883, the balance of the loan was advanced, and on 11th January following Tucker wrote to the plaintiff: "You having advanced me £2,500, I hereby authorize you to retain possession of my collection of engraved prints now deposited by me in a certain room . . . . the key of which room is at present in your possession and power, and I hereby acknowledge that you are to retain possession of such prints, etc., until the whole of the said sum of £2,500, with interest at 5%, has been repaid to you." Tucker having died insolvent, his administratrix claimed the goods on the ground that the letter of the 11th January constituted a bill of sale, which was void under the Bills of Sale Act, ss. 8, 9. Bnt it was held by Kekewich, J., that the transaction was a pledge independent of the letters, and that the Bills of Sale Act did not apply, and that the pledge was perfected by the delivering of the key to Larkin, which amounted to a constructive delivery of the goods to the plaintiff.

SETTLEMENT—NEW TRUSTEES—NON-DISCLOSURE OF INCUMBRANCES BY RETIRING TRUSTEE—CONSTRUCTIVE NOTICE.

The case of *Hallows* v. *Lloyd*, 39 Chy. D. 685, shows that it is necessary for incumbrancers who have given notice of their claims to a trustee, to repeat the notice when new trustees are appointed, because the latter, according to the decision of Kekewich, J., in this case, are not bound by notices of incumbrancers given to the retiring trustee of which no notice appears amongst the trust documents, and which the retiring trustee fails to disclose to the new trustees.

PRACTICE—PARTICULARS—DISCOVERY—INFRINGEMENT OF TRADE MARK

In *Humphries* v. *Taylor Drug Co.*, 39 Chy. D. 693, the plaintiff sued the defendants to restrain the infringement of the plaintiff's trade mark, alleging in his statement of claim that the use of the trade mark by the defendants, was calculated to induce, and had induced, divers persons to purchase the goods of the defendants as and for the goods of the plaintiff. After the delivery of a defence denying plaintiff's allegation, the defendants applied for discovery of the names of the persons alleged to have been induced to purchase the goods of the defendants as and for the goods of the plaintiff. Kekewich, J., held that he was entitled to these particulars, notwithstanding that such persons might be called as witnesses for the plaintiff at the trial.

BILL OF SALE—AFTER ACQUIRED PROPERTY, ASSIGNMENT OF—CHOSE IN ACTION—FUTURE BOOK DEBTS.

Proceeding now to the appeal cases, in *Tailby* v. *The Official Receiver*, 13 App. Cas. 523, we find that the House of Lords have reversed the decision of the