ing lent furniture on hire to the defendants, to be paid for by instalments—the property to remain in him till all instalments were paid—but then to pass to the defendants, this hiring agreement was held not to operate as a bill of sale, just as similar agreements with regard to pianos (*Stevenson* v. *Rice*, 24 C. P. 245; *Mason* v. *Johnson*, 27 C. P. 208; *Mason* v. *Bickle*, 2 App. 291,) or with regard to the sale of safes (*Walker* v. *Hyman*, 1 App, 545) have, in our own courts, been held not to pass the property, so as to come under the Chattel Mortgage Act (R. S. O., 119); (2) the Court of Appeal unanimously declare that the custom of hotel-keepers holding their furniture on hire is now so well established in England that it ought to be taken judicial notice of; (3) it was held by Malins, V. C., p. 36, that a client is not privileged to prevent his solicitor, on the ground of a breach of professional confidence, from giving evidence as to what persons were present at the time of the execution of the deed, which he was employed to have executed, and to which he was one of the witnesses, on the principle laid down by Lord Ellenborough in *Robson* v. *Kemp*, 5 Esp. 52, that if an attorney puts his name to an instrument as a witness he makes himself thereby a public man, and no longer clothed with the character of an attorney.

The next two cases, *Beckett* v. *Attwood* and *Farrow* v. *Austin*, concern points of practice, and have already been noted among our Recent English Practice Cases in former issues.

WILLS—CONDITIONAL GIFT.

In re Brown's Will, p. 61, a testator appointed his wife sole guardian of his daughters, to whom he bequeathed certain legacies contingent on their attaining twenty-one or marrying with the consent "*of their guardian or guardians.*" After the death of the wife, a daughter married under twenty-one without the consent of any guardian or guardians there being none, and died shortly afterwards under the age of twenty-one years. It was held by Fry, J., and by the C. of A. that the condition was not complied with, and that the daughter took no vested interest in the legacies—the condition not being inoperative by there being no guardians, since guardians could have been appointed by the Court, and the testator, on the language of his will, must be taken to have contemplated such an appointment. And a distinction is drawn both by Fry, J., and by the C. of A., between this case, and such a case as *Dawson* v. *Oliver-Massey*, L. R. 2 Ch. D. 753, which fell under the rule laid down by Story, J.—Eq. Jur. sec. 291—that "where a literal compliance with the condition becomes impossible *from unavoidable circumstances and without any default of the party*, it is sufficient that it is complied with as nearly as it practically can be, or as it is technically called *cy-pres.*" It may be added that James, L. J., expresses his opinion, p. 72, that the consent of a guardian appointed by the infant herself would not have satisfied the condition.

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The point of practice as to costs which arose in the next case, *Dick* v. *Yates*, p. 76, was duly noted among the Recent English Practice Cases for Oct. 15 ult., and we will merely add here that some points of considerable importance as to the law of copyright in the matter of titles of books arose in it, and an opinion is clearly expressed (see pp. 89, 93), that there cannot in general be any copyright in the title or name of a book. At p. 90, James, L. J., distinguishes the unauthorized use of a man's name or of the title of his work as an ordinary common law fraud, and not one of the two modes of invasion, (*a*) "piracy," (*b*) "literary larceny," against which the Copyright Acts have protected an author.

EXECUTORS.

The main point in the next case,—*In re Morgan, Pilgrem* v. *Pilgrem*, p. 93, proceeds upon the "very clear" principles (per Fry, J., p. 99) that (1) if an executor, in pursuance of