

ment of the copyright. It failed because the plaintiff had neglected before action to register his assignment. A dictum of Cockburn, C.J., in *Wood v. Boosey*, L.R., 2 Q.B., at p. 351, was relied on by the plaintiff, as indicating that the provisions of the Copyright Act, 1842, (5 & 6 Vict., c. 45) s. 13, respecting registration did not extend to assignments, but Kennedy, J., was of opinion that the assignee of a copyright must be registered before he can maintain an action for infringement; but, inasmuch as he considered the merits of the case were with the plaintiff, although he dismissed the action, he refused to give the defendants costs.

FRAUDULENT PREFERENCE—PAYMENT OF OVERDUE BILL OF EXCHANGE—ONUS OF PROOF (54 VICT., c. 20, s. 1, O.)

*In re Eaton*, (1897) 2 Q.B. 16, was a decision in bankruptcy, but has a bearing on the construction of the Ontario Act, 54 Vict., c. 20, s. 1. The question was whether the payment of an overdue acceptance by the bankrupt could be considered a preferential payment. The bill in question was not presented when due but was held over at the acceptor's request, and subsequently paid by him within thirty days prior to a bankruptcy receiving order being made against him. Williams, J., although of opinion that the payment of a bill in the ordinary course of business is not a preference, yet considered that where, as in this case, the payment is not made in ordinary course it may be a preference, and that the onus of showing it was not preferential was on the creditor, and he had failed to show that it was not.

CONVEYANCE TO MAKE GOOD BREACHES OF TRUST—REVOCABLE MANDATE—FRAUDULENT PREFERENCE—DECLARATION OF TRUST—DEPOSIT OF SHARE CERTIFICATES—(54 VICT., c. 20, s. 1 O.)

*New, Prance, & Garrard's Trustee v. Hunting* (1897), 2 Q.B. 19, is another case of the same character as the preceding. In this case a bankrupt two days before his bankruptcy executed a deed whereby he conveyed real estate to a person upon trust by sale or mortgage to raise thereout £4,200, and therewith make good divers breaches of trust committed by the grantor in respect of certain scheduled estates of which