

In a more recent case, *In Re Barrand, Ex parte Cochrane*, 3 Ch. Div. 324, there was an unregistered bill of sale to A., a registered bill to B., and an assignment in bankruptcy to C. Here again is the circle of priorities. The contest was between B. and C. and again B. was victorious. And there was the same result in *Ex parte Leman, in Re Barrand* 4 Ch. Div. 23.

Applying these authorities to our correspondent's case B. "seems to occupy the most enviable position."—[ED. MAN. L. J.]

REVIEWS.

SMITH ON CONTRACTS.—There seems to be no end of editions through which the celebrated lectures of Mr. John William Smith are to pass. We have to hand the seventh American, from the eighth English edition published by T. & J. W. Johnson & Co., 535 Chestnut Street, Philadelphia, carrying with it the notes of Vincent T. Thompson, William Henry Rawle, George Sharswood, and John Douglass Brown, Jr.

To a Canadian lawyer, the book has the same defect apparent in most of our text books—there are no Canadian cases cited. Many passages would be largely elucidated by Ontario and Manitoba precedents. For example, it is said at page 8: "where an instrument is formally sealed and delivered, and there is nothing to qualify the delivery but the keeping the deed in the hands of the executing party, nothing to show that he did not intend it to operate immediately, it is a valid and effectual deed; and delivery to the party who is to take by it, or any other person for his use, is not essential." This is far from clear. By hypothesis the deed is "sealed and delivered," but that being so "delivery