

provided that in case of failure to pay any instalment, or if the lessee should become bankrupt, the lessors might elect either to recover the full balance remaining due, or resume possession of the engine and sell it, and, after paying themselves, pay any surplus to the lessee. The lessee, after paying an instalment, became bankrupt. The lessors took no steps to recover the balance due or to sell the engine, which was taken possession of by the trustee in bankruptcy, whereupon the "lessors" applied to the Bankruptcy Court for an order for the delivery of the engine to them. The question turned on whether or not the effect of the agreement was to transfer the property in the engine to the bankrupt. If it did, then the agreement would be void for non-registration under the Bills of Sale Act. Their lordships (Lord Herschell, L.C., and Watson, Ashbourne, and Shand) were unanimously of the opinion that the effect of the agreement was not to vest the property in the engine in the lessee, and that therefore registration of the instrument under the Bills of Sale Act was unnecessary, and they therefore affirmed the order of the Irish court directing the delivery up of the engine to the lessors.

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### Reviews and Notices of Books.

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*Negligence in Law*, being the second edition of the principles of the law of negligence. By Thomas Beven. Vol. I. London: Stevens & Haynes, 13 Bell Yard. The Boston Book Co., Boston, 1895.

We have received this very valuable work, and will refer to it hereafter.