Divisional Court held that the entry of the thief into the shop was "a forcible and violent entry" within the meaning of the policy; and it was argued, on the appeal, that even if that was not so, still the breaking open of the show-case was clearly within the policy. The Chief Justice, however, points out that it is not burglary or housebreaking, as defined by the criminal law, which was insured against, but burglary and housebreaking as defined by the contract, and he also points out that the policy contained a stipulation that the assured should "take all due precautions for the safety of the property insured, as if the same were not insured, as regards selection and supervision of employees, securing all doors and windows, and other means of entrance, or otherwise." The Court of Appeal, therefore, concluded that the parties had, by their contract, defined what they intended by "burglary and housebreaking," and it was only an entry effected as provided by the policy which would be covered thereby. They also held that the policy contemplated a forcible and violent entry from without the premises, and therefore that the breaking open of the show-case within the premises was not covered by the policy.

FRAUDULENT CONVEYANCE - ASSIGNMENT TO ONE-MAN COMPANY—13 ELIZ., C. 5—LIQUIDATOR—COSTS.

In re Hirth (1899) 1 Q.B. 612 is a case which seems to show that the jubilation of a certain section of the public on the decision of the House of Lords in the one-man company case of *Salomon* v. *Salomon* (1897) A.C. 22 (noted ante, vol. 33, p. 313), referred to by Kekewich, J., in a recent case of *Re Raphael*, was probably premature. In the present case Hirth, being liable on a judgment for costs, formed a one-man company, to which he transferred all his assets. He was chairman, managing director, and treasurer and secretary of the company, and all the shares were held by him, or his nominees. The transfer purported to be made in consideration of the company undertaking to pay Hirth's debts. Hirth was put into bankruptcy for non-payment of the costs above referred to, and a receiving order was made. His liabilities exceeded £2,000, and his assets were nil. Between the presentation of the petition in bankruptcy, and the making of the receiving order, a resolution was passed for the voluntary winding-up of the company, and a liquidator was appointed. The trustee in bankruptcy then applied to compel the liquidator to deliver up the