

circumstances, and his wife, in order to enable him to pay some of his debts, agreed to buy his household furniture. She paid him the stipulated purchase money, and took a receipt therefor, which wound up with the words, referring to the chattels, "which I now acknowledge are now absolutely her property." No formal delivery of possession of the goods took place, which remained in the house, and were used by husband and wife as before the sale. Under s. 4 of the English Act every "receipt for purchase money of goods and other assurances of personal chattels" is a bill of sale, and by s. 8, if not registered, is void as against creditors of the vendor. After the goods had been sold to the wife they were seized in execution at the suit of one of the husband's creditors, and, being claimed by the wife, an interpleader issue was directed, which was tried before Wright, J., who decided it in favour of the wife, and from his decision the appeal was had to the Court of Appeal (Lord Esher, M.R., and Lopes and Davey, L.JJ.), who affirmed his decision, on the ground that the receipt in this case was not a bill of sale within the Act, because it was not intended to be nor did it operate as an assurance of the goods. And Lord Esher and Davey, L.J., were also of opinion that the wife had a sufficient possession of the goods to take the case out of the Bill of Sales Act, because the possession being equivocal the law would attribute the possession to the wife, who had the legal title. On this point, however, Lopes, L.J., did not express any opinion. It is very doubtful, however, whether, under R.S.O., c. 125, it would be held that there had, in such a case, been such an actual and continual change of possession as to satisfy that Act: see *Snarr v. Smith*, 45 U.C.Q.B. 156.

PRACTICE—SECURITY FOR COSTS—PLAINTIFF RESIDENT OUT OF THE JURISDICTION  
—ACTION ON FOREIGN JUDGMENT.

In *Crozat v. Brogden*, (1894) 2 Q.B. 30; 9 R., April, 226, the plaintiff appealed from an order requiring him to give security for costs. The plaintiff was resident out of the jurisdiction, but disputed the defendant's right to security, because the action was brought on a judgment recovered in a contested action in a foreign court, and the defendant by his defence admitted the judgment, though claiming it had been obtained by fraud. The Divisional Court (Mathew and Collins, JJ.) were in favour of