

personal chattels, and also a gas engine, which did not come within the definition of "personal chattels;" and it was held by the Court of Appeal (Lord Esher, M.R., Fry and Lopes, L.JJ.) that though the deed was void as to the personal chattels for want of compliance with the Bills of Sale Act, 1882, it was nevertheless valid as to the gas engine. The Queen's Bench Divisional Court had considered that the case was governed by *Davis v. Rees*, 17 Q. B. D. 408, in which the Court of Appeal had held that when a bill of sale contained a covenant to pay, and an assignment of chattels personal, and of no other property, and was had under the statute as an assignment, the covenant to pay was also avoided by the 9th section of the statute. But the Court of Appeal thought that case was distinguishable from the present, where other chattels were included.

ORDER DISMISSING ACTION FOR WANT OF PROSECUTION—"FINAL JUDGMENT."

*In re Riddell*, 20 Q. B. D. 318, although a bankruptcy case, is perhaps worth a brief notice. The question was whether an order dismissing an action with costs for want of prosecution was "a final judgment" within the meaning of the Bankruptcy Act, entitling the defendant to serve the plaintiff with a bankruptcy notice. Cave and Grantham, JJ., held it was not. Cave, J., said: "The order in question was made in a case which has not been fought, and in which there has been no adjudication whatever on the merits. No doubt the order is in the nature of a judgment, and cannot itself be re-opened, but it is no obstacle to a fresh claim by the respondent to the appellant's estates."

GARNISHEE—PAYMENT BY GARNISHEE UNDER VOID JUDGMENT.

The only point *In re Smith*, 20 Q. B. D. 321, necessary to be noticed is the fact that where, in pursuance of an order, a garnishee paid to a judgment creditor the debt which had been attached, and the judgment upon which the attaching order was issued, was afterwards declared void as against a trustee in bankruptcy by reason of the omission to file the order on which it was obtained, as required by a statute, the trustee in bankruptcy was held by the Court of Appeal entitled to recover the amount from the judgment creditor; but in the absence of fraud, the court held the payment by the garnishee was a good discharge to him, although the judgment on which the garnishee order was obtained was subsequently set aside, and this, notwithstanding the order for payment, gave the garnishee a period within which to make the payment, and he in fact made the payment before the time had elapsed.

PRACTICE—COSTS—TRIAL WITH JURY—CLAIM AND COUNTER-CLAIM.

*In Shrapnel v. Laing*, 20 Q. B. D. 334, the action was tried before a judge with a jury, and a verdict was entered by consent for £50 on the claim, and for the defendants for £80 on their counter-claim. Costs to be taxed according to the ordinary practice upon a trial by jury with such a result,—and the question was on this state of facts, to what costs each party was entitled. The Court of Appeal (Lord Esher, M.R., Fry and Lopes, LL.J.), affirming Pollock, B., held, that where an action is tried by a jury, and the defendant counter-claims in re-