

BILL OF SALE—REGISTRATION—ASSIGNMENT BY BILL OF SALE OF BENEFIT OF HIRE
AND PURCHASE AGREEMENT.

In re Isaacson, (1895) 1 Q.B. 333; 14 R. Feb. 245, by a bill of sale of a piano the assignor also assigned to the assignee the benefit of a hire and purchase agreement in reference to the same piano. The bill of sale not being registered it was contended that it was void *in toto*; but the Court of Appeal (Lord Esher, M.R., Lopes and Rigby, L.JJ.) held that the assignment of the hire and purchase agreement was severable from the assignment of the piano, and was valid, notwithstanding the bill of sale of the piano was void.

MAINTENANCE OF SUIT—ACTION FOR LIBEL—COMMON INTEREST.

In Alabaster v. Harness, (1895) 1 Q.B. 339; 14 R. Feb. 258, the Court of Appeal (Lord Esher, M.R., and Lopes and Rigby, L.JJ.) have affirmed the judgment of Hawkins, J., (1894) 2 Q.B. 897 (noted *ante* p. 49).

PROBATE—WILL REFERRING TO DOCUMENT NON-EXISTENT—CODICIL.

Durham v. Northen, (1895) P. 66, was a probate action in which the question was whether a document referred to in a will, but not then existing, could be incorporated in the probate by reason of a codicil having been executed after the document actually came into existence, and Jeune, P., held that it could not. The document in question purported to be instructions to the executors. The testator by his will had given an annuity of £3,000 to his widow, and directed certain funds to be set apart to secure the annuity which they would find "noted" by him. After his death a memo. was found containing the words, "The stocks to be set aside to pay my wife the £3,000 per annum," followed by a list of securities the total income of which was stated to be £3,000. The earliest date which could be assigned to this document was after the will, but before the codicils. The learned judge, while conceding that if the document had been referred to in the will as an existent document, it might, by the execution of the codicil, have been deemed to be incorporated in the will by treating the will as re-executed as of the date of the codicil; yet, as it was not so referred to, the case was governed by *In re Reid*, 38 L.J. (P. & M.) 1, and could not be deemed to be so incorporated.