agreement as to possession did not divest Frankenheim's right of property, which he had passed to the defendant; but on appeal Fry and Lopes, L.JJ., reversed his decision, and gave judgment for the plaintiff on the ground that the special agreement between him and Frankenheim had the effect of vesting in him a special property in the box, which gave him a right to the possession both as against Frankenheim and any one claiming under him. See *Gunn* v. *Burgess*, 5 O.R. 685.

ADMINISTRATION BOND, BREACH OF CONDITION OF—LEGACY TO MINOR, FAILURE TO PAY.

Dobbs v. *Brani* (1892), 2 Q.B. 207, was an action upon a bond given by an administratrix with the will annexed, among other things conditioned well and truly to administer the estate, "that is to say, pay the debts of the deceased which he did owe at his decease, and then the legacies contained in the said will." The administratrix got in the estate and paid the debts and legacies, with the exception of £50 due to a minor. To meet this legacy she handed over £50 to her brother-in-law, who did not pay the money over and could not be found. The residue of the estate was distributed, and nothing remained to meet the legacy to the minor. The action was brought by a guardian of the legatee to whom the bond had been assigned under an order of the court. Pollock, B., was of opinion that there had been no breach of the condition, and dismissed the action; but the Court of Appeal (Lord Esher, M.R., Fry and Lopes, L.JJ.) reversed his decision, holding that the moment the administratrix had parted with the estate, so that she could not fulfil her obligations to administer it, there was a breach of the bond, and they refused to accede to the contention of the defendants that there could be no breach of the bond until the legacy was actually payable.

FRAUDULENT PREFERENCE—VOID BILL OF SALE—BILL OF SALE GIVEN BONA FIDE TO CORRECT MISTAKE IN PRIOR BILL OF SALE.

In re Tweedale (1892), 2 Q.B. 216, although a bankruptcy case, may be shortly referred to here, as bearing in some degree on our law relating to fraudulent preferences. A debtor shortly before his bankruptcy executed a bill of sale by which he assigned his furniture to his wife to secure advances *bonâ fide* made by her. Subsequently discovering that the bill of sale was void, in consequence of its including after-acquired property, immediately before his bankruptcy he executed another bill of sale assigning the same chattels to his wife with the intention of correcting the error in the previous bill of sale, and there was evidence that the debtor believed himself under an obligation to give the fresh security; and it was held by Williams and Collins, JJ., that this did not amount to a fraudulent preference of the wife to the other creditors within the meaning of the Bankruptcy Act.

FRIENDLY SOCIETY—DISPUTE BETWEEN MEMBER AND SOCIETY—DISPUTE AS TO WHETHER A PERSON A MEMBER.

Willis v. *Wells* (1892), 2 Q.B. 225, was an action brought by the plaintiff, who claimed to be a member of a friendly society, to restrain the defendants (the society and its officers) from excluding him from membership. On a motion