

DIGEST OF THE ENGLISH LAW REPORTS.

APPOINTMENT.

1. By marriage settlement, personal property was assigned to trustees upon trust to pay the income to the wife to her separate use for life; and after her decease, in case the husband should survive, to pay him so much of the income as the wife should by deed or will appoint for his life; and subject thereto the trustees to hold the property for children of the marriage; and in case there should be no children (which event happened) to trustees to hold the property in trust, in case the wife should survive the husband, for the wife, her executors, administrators, and assigns, absolutely, for her sole and separate use. The wife executed a will during her husband's lifetime, in which she exercised her power of appointment; and she survived her husband without having had children. *Held*, that the will was a valid exercise of her power of appointment. Under the settlement the wife had the whole estate in the property to her separate use, and could therefore dispose of the property by her will; and her will made during coverture did not require re-execution after the husband's death. — *Bishop v. Wall*, 3 Ch. D. 194

2. Under a marriage settlement, E. had a power of appointment among his children over certain funds in the hands of trustees. The trustees lent said funds, amounting to £6,000, to E., upon mortgage of E.'s farm. Many years later, E. in order to dispose of his property in favor of his two sons, executed three deeds of even date. By the first, to which both his sons were parties, E. settled said farm on his elder son for life, remainder to such son's children as he should appoint, and in default of appointment to all such son's children as tenants in common, remainder in default of such children to E. and his heirs. By the second deed, E. appointed said £6,000 to his eldest son absolutely; and E. and said son and the trustees released said farm, freed from the mortgage, to a trustee to the uses of said first deed. By the third deed, E. gave the residue of his property to his second son. By his will, bearing the same date, E. confirmed said deeds; and referring to the contingency upon which, under said first deed, said farm was limited to himself and his heirs, he declared that upon the happening of such contingency said farm should be charged with £3,000 in favor of his daughter, and subject thereto should belong to his second son. E. died, and his daughter filed a bill against her two brothers, alleging that E.'s appointment was made, not for the benefit of his elder son, but with the object of relieving his farm from the payment of said £6,000, and was therefore fraudulent and void; and that she was entitled to one-third of said £6,000. *Held*, that it did not appear that E. had made said deeds with corrupt or improper intention; that his disposition of said £6,000 under his power was not so improper as to be void if there were no fraudulent intent; and that although E., if he had not become a party to said deed, might have claimed the benefit of the appointment in his favor, free from the condition that he should release said farm from said charge, yet having signed the deeds he was bound by the condition. — *Roach v. Trood*, 3 Ch. D. 429.

3. M. had the power of appointment over a fund among her children, and in default of appointment the fund was to go to her children in equal shares. M. appointed that trustees should stand possessed of the whole of said fund in trust to pay the income of £1,200, part of the fund, to M.'s son J. for life, and after his death in trust for all the children of J. equally. And in

case J. should die without children, then said £1,200 "to be added to and form part of the residue" of her trust estate. The residue of said fund M. appointed upon certain trusts for her daughters. J. died, leaving children. It was admitted that the appointment to J.'s children was beyond M.'s power and void. *Held*, that upon J.'s death said £1,200 fell into the residue of M.'s estate, and was included in the appointment in trust for M.'s daughters. — *In re Meredith's Trusts*, 3 Ch. D. 757.

4. Legacy to V., the testatrix's daughter for life, and after her death "to and amongst my other children or their issue in such parts, shares, and proportions, manner and form, as V. shall by deed or will appoint." The testatrix left three children besides V. *Held*, that V. had the right to appoint in favor of one of the testatrix's other children, and that said power was exclusive. — *In re Veale's Trusts*, 4 Ch. D. 61.

See SETTLEMENT, 1, 7.

APPROPRIATION OF PAYMENTS.—See BILLS AND NOTES, 1; ESTOPPEL, 1.

ATTORNEY'S LIEN.—See LIEN, 1.

BANK.—See BILLS AND NOTES, 5; PARTNERSHIP.

BANKRUPTCY.—See HOTEL-KEEPER; PARTNERSHIP; SETTLEMENT, 6.

BEQUEST.—See ANNUITY, 1, 2; APPOINTMENT, 3; CHARITY; CONTINGENT REMAINDER; DIVORCE; ELECTION; ILLEGITIMATE CHILDREN; LEGACY; PARTNERSHIP; PRIORITY, 2; REMAINDER; SETTLEMENT, 3; TRUST, 3; WILL.

BILLS AND NOTES.

1. E. in London ordered cotton of A. in Bombay, and A. accordingly sent the cotton with bill of lading to his correspondent in London, together with a bill of exchange drawn on E. containing the direction that the amount of the bill should be placed to "account cotton shipments as advised." E. accepted the bill, received the bill of lading, and raised money upon it from C., who subsequently sold the cotton. E. failed. A. claimed the proceeds of the cotton as having been specifically appropriated to the payment of the bill of exchange. *Held*, that there was no such specific appropriation. *In re Entwistle. Ex parte Arbuthnot*, 3 Ch. D. 477.

2. By agreement between brewers and an ale merchant, the latter was to be allowed 20 per cent discount on the invoice price of ale sold to him on payment in cash within one month. The merchant, on purchasing ale of the brewers, gave them certain bills of exchange drawn by the brewers upon the merchant and accepted by him. The bills were not paid at maturity. *Held*, that the bills were not payment, as they were dishonored at maturity, and that the merchant was not entitled to said discount. — *In re Cumberland. Ex parte Worthington*, 3 Ch. D. 803.

3. Action on a bill of exchange by an indorsee against an indorser. Defence, want of notice of dishonor. Reply, that neither drawer, acceptor, nor any indorser prior to the defendant had at any time any effects of the defendant in his hands; and that the bill was drawn, accepted, and indorsed by the defendant and prior indorsers, for the purpose of raising money for the defendant, the drawer, and the acceptor, and the persons who indorsed before the defendant, jointly; and the defendant was in no way dam-