

the donee may validly covenant not to exercise the power. But in such a case the objects of the power, if they acquire any benefit in the property, do so under trusts in default of appointment. They derive their benefit from the donor of the power, not as a result of any pretended discretion of the donee exercised under the pretence of an antecedent bargain entered into by him, and in reality depriving him of any discretion at all. *In re Evered* (1910), 2 Ch. 147, can be thus distinguished from this case, in that the benefits secured to the three sons by the covenant to abstain from appointing in a certain manner, flowed from the trusts in default of appointment declared by the donor of the power.

Fatal Accidents Act—Damages—Pension to widow in consequence of death of deceased to be taken into account in assessing damages.

Baker v. Dalgleish Steam Shipping Company (1922), 1 K.B. 361 (Court of Appeal). This action was brought by the widow of the deceased, under the Fatal Accidents Act, as a test action for a decision as to whether in assessing the damages the fact that the plaintiff in receiving a pension from the Crown as a result of the death is to be taken into account. Scrutton, L.J., at p. 371 succinctly summarises the rights of a claimant under Lord Campbell's Act. It was held that any pecuniary advantage the widow has received from the death must be set off against her probable loss. This is clear if she receives such advantage as of legal right. The same principle applies to voluntary benefits conferred in consequence of the death. Less weight will be given to voluntary contributions than to those made under legal obligation. Still less weight will be given to voluntary contributions in instalments, and still less if the contributor announces he will reduce his contribution by the amount of compensation obtained from the wrongdoer who caused the death.

**Contract — Debt payable abroad in foreign currency—
Action in England to recover—Depreciation of foreign
currency—Payment abroad after action brought—Dis-
charge of debt.**

Societe des Hotels le Touquet Paris, Plage v. Cummings (1922), 1 K.B. 451 (Court of Appeal). The defendant, an English