

and Romer, L.JJ.) held that the liberty of the subject was not in question, and that leave to appeal was therefore necessary.

ADMINISTRATION—CREDITORS—PRIORITIES—VOLUNTARY DEBT.

In re Whitaker, Whitaker v. Palmer (1900) 2 Ch. 9, the decision of Cozens-Hardy, J. (1900), 2 Ch. 676 (noted ante p. 144) has been affirmed by the Court of Appeal (Rigby, Williams and Romer, L. JJ.).

MARRIAGE SETTLEMENT—MISTAKE—RECTIFICATION NON EXECUTION OF POWER—DEATH OF DONEE OF POWER—PAROL EVIDENCE—STATUTE OF FRAUDS (29 CAR. 2, C. 3) S. 4.

Johnson v. Bragge (1901) 1 Ch. 28. This was a suit to rectify a mistake in a marriage settlement, after the death of the husband, on the ground that the settlement did not contain an execution by the husband of a power of appointment in favour of the wife, in accordance with an arrangement alleged to have been entered into between the parties prior to the marriage. The plaintiff was the wife, and the defendants were the trustees and the children of the marriage, or persons claiming under them. The defendants set up that under the Statute of Frauds, s. 4. parol evidence of the alleged mistake was inadmissible, and secondly, that the court could not aid the non execution of a power as distinguished from an imperfect execution, after the death of the donee. The alleged mistake was clearly proved by parol testimony of the plaintiff and others, and that it was due to the mistake of the solicitor who drew the settlement. Cozens-Hardy, J., who tried the case, held that the Statute of Frauds was no defence, because the action was not one seeking "to charge any person upon any agreement made upon consideration of marriage," and that the authorities had established that parol evidence is admissible to rebut an equity or to prove fraud, mistake or accident. The second ground of defence he held to be equally untenable because as soon as the instrument is reformed in accordance with the real intention of the parties no further deed or conveyance would be necessary, but the instrument itself would be a perfectly valid appointment.

VENDOR AND PURCHASER—MISDESCRIPTION—CONDITION EXCLUDING COMPENSATION—SPECIFIC PERFORMANCE—POSSESSORY TITLE—RESCISSION.

Jacobs v. Revell (1900) 2 Ch. 858, was an action by a purchaser to rescind a contract for the sale of land on the ground of material