

REVIEW OF CURRENT ENGLISH CASES.

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POWER OF APPOINTMENT—GENERAL POWER—EXERCISE OF POWER BY WILL — APPOINTMENT OF EXECUTORS AND BEQUEST OF PECUNIARY LEGACIES—ESTATE OF TESTATRIX INSUFFICIENT TO PAY DEBTS AND LEGACIES—WILLS ACT, 1837 (1 VICT. c. 26), s. 27)—(10 EDW. VII. c. 57, s. 30 (O.)).

In re Seabrook Gray v. Baddeley (1911) 1 Ch. 151. In this case a testatrix having a general power of appointment made a will containing no residuary bequest of personal estate, whereby she made certain specific devises of her real estate and directed the remainder of her lands should be sold and the proceeds divided between her nephews who were to pay to each of the testatrix's three nieces £500; she made certain specific bequests and appointed executors. Her estate proved insufficient to pay her debts and legacies, and the question was whether the will amounted under the Wills Act, 1837, s. 27 (10 Edw. VII. c. 557, s. 30, Ont.) to an execution of the power, and, if so, to what extent. Warrington, J., held that the will operated as an execution of the power, by virtue of the Wills Act to the extent that might be necessary in conjunction with the testatrix's own property to pay the debts and legacies of the deceased testatrix.

RECEIVER — PARTNERSHIP ACTION — CONSENT ORDER APPOINTING RECEIVER AND MANAGER—PAYMENTS BY RECEIVER—INSUFFICIENCY OF ASSETS — INDEMNITY OF RECEIVER — LIABILITY OF LITIGANTS PERSONALLY TO INDEMNIFY RECEIVER.

Boehm v. Goodall (1911) 1 Ch. 155. This was an action to wind up a partnership, and by consent of parties a receiver and manager of the partnership estate had been appointed. The receiver had paid out moneys in carrying on the business of the partnership as a going concern which the assets of the concern were now insufficient to pay: and the receiver applied to the Court to compel the partners to indemnify him in respect of the balance due, but Warrington, J., refused the application, holding that the receiver was an officer of the court and could only look to the assets for his indemnity and the fact that he had been appointed by consent, did not put him in any better position: see, however, *Matthews v. Ruggles-Brise*, *infra*.