

DIGEST OF ENGLISH LAW REPORTS.

hold the residue in trust for such persons as the wife should appoint, and contained limitations in default of appointment. The wife appointed that the trust funds should be paid to two trustees for the benefit of her two nieces. One of these nieces died before the wife, and her interest in the fund lapsed. *Held*, that the appointment to trustees was a severance of the property from the settlement fund, and that the lapsed interest passed to the next of kin of the wife, and not under the limitations in the settlement.—*Wilkinson v. Schneider*, L. R. 9 Eq. 423.

2. C. by his will appointed a leasehold estate, after his wife's death, for the same purposes as his wife should declare, "with respect to the disposition of her residuary personal estate," by will; and in default of any disposition by her of her residuary personal estate, or so far as the same should not extend, to his next of kin. His wife by will gave certain legacies, and then gave "all the residue of her property," one-third to a hospital, and the remaining two-thirds to charities which were incompetent to receive the bequest. *Held*, that the hospital took one-third of the husband's leasehold estate, and the other two-thirds went to his next of kin.—*Bristow v. Skirrow*, L. R. 10 Eq. 1.

3. Real estate was settled upon a husband and wife for their lives, remainder to such of their children as they should appoint by deed; there was no power to grant building leases. There were four children of the marriage, and the husband and wife by deed appointed the whole estate to one in fee; afterwards they and the appointee conveyed it to trustees upon similar trusts to those contained in the settlement, and also with power to grant building leases. *Held*, that the appointment was for the benefit of all the persons interested in the power as well as the appointors, and therefore was not fraudulent.—*In re Huish's Charity*, L. R. 10 Eq. 5.

See ELECTION

APPROPRIATION.

The New Orleans Bank drew a bill for £2,000 upon the Bank of Liverpool in favor of the plaintiffs, who bought it on the faith of representations by the New Orleans Bank that funds to meet it were lying in the Bank of Liverpool specifically appropriated to that purpose. Before acceptance the New Orleans Bank suspended payment. Upon a bill against both Banks, *held*, that the plaintiffs having purchased the bill on the faith of those representations, were entitled to be paid the amount

out of the funds of the New Orleans Bank in the hands of the Bank of Liverpool.—*Thomson v. Simpson*, L. R. 9 Eq. 497.

See TRUST.

ASSAULT—See INDICTMENT.

ASSIGNMENT.

A bank agreed to renew two notes of a company upon the understanding that a call should be made and the proceeds deposited with the bank to await the maturity of the notes. The notes were renewed, and the call made. *Held*, that the assignment of the call already determined on, could not be distinguished from the case of a mortgage of the arrears of a call already made, and was valid.—*In re Sankey Brook Coal Co.*, L. R. 9 Eq. 721.

ASSUMPSIT—See ACTION, 1; WARRANTY.

AUCTIONEER—See ACTION, 2.

BAILMENT—See INSURANCE, 1.

BANKRUPTCY—See ACTION, 1.

BILL OF LADING.

Goods consigned to a firm in London were landed at a sufferance wharf subject to a lien for freight. (11 & 12 Vict. c. 18.) The consignee deposited with M., the plaintiff, the first and second parts of the bill of lading as security for £2,500, but fraudulently retained the third part B., the defendant, without knowledge of these transactions, advanced £2,000 on receiving the third part of the bill of lading, and the lien for freight being removed, obtained the goods and sold them. The Act (11 & 12 Vict. c. 18) provides that goods landed at a sufferance wharf shall, upon notice to the wharfinger, remain subject to the same lien for freight as if they remained on board the ship. *Held*, that the goods were not delivered while they remained subject to the lien for freight, and that the bill of lading continued in force; also that the first transfer of the bill of lading to M. passed to him the ownership of the goods.—*Barber v. Meyerstein*. L. R. 4 H. L. 317.

BILLS AND NOTES.

D. P. bought certain overdue bills of exchange for £2,300. Of the purchase-money £2,000 were assets of the Oriental Bank, and had been collected by D. P., who was manager of the bank. He afterwards sold these bills to the Eastern Bank, of which he was managing director, and paid himself for them out of its funds. The Oriental Bank claimed the bills. *Held*, that the Eastern Bank was not affected with notice of the fraud through its director D. P., but that, as the bills were overdue, the Eastern Bank took no better title than D. P., and the Oriental Bank was entitled to a part