son, H. F. D." At the testator's death, which took place the day after the date of his will, he was entitled to reversionary interests in two considerable sums of stock.

Held, that the stock to which he was so entitled did not pass under his will to his godson.

V.C.S. CHAPMAN v. LAMPORT. *May* 25.

Married Women—Fund settled by Court.

The Court will not disturb a fund which has, by its order, been settled on a married woman to her separate use without power of anticipation.

M. R. JONES v. ASHTON. *June* 8.

Will—Legacies and Annuities—Charge on Real Estate—Exoneration of Personal Estate—Charity—Gift of Money secured on Tolls—Statute of Mortmain.

Although the rule is that a testator, who must be taken to know that his personal estate is the primary fund for payment of his legacies and annuities, must use clear and distinct words to exonerate it from such payment, it is not necessary that he should say in precise words, that he exonerates it, if an intention to exonerate can be gathered from the will.

A gift to a charity, of money secured on the tolls, payable under an act for improving the haven of Hedon, is void under the Statute of Mortmain.

M. R. JEFFREYS v. CONNOR. *June* 5.

Will—Construction—"Die without having a child"—"Die without a child"—Effect given to each expression—Gift over.

A testator by his will gave certain property to his son and daughter, and directed that if his son should *die without having any child or children*, the whole of the property left to him should go to his (the testator's) daughter and niece equally. And he provided that if his son and daughter should *die without any child or children*, then the whole property should go to his (the testator's) niece.

Held, on the principle of giving to each clause its own effect, that the words in the first clause, "die without having any child or children," meant "die without having had any child or children;" so that the testator's son having had several children who were dead, the gift over to the niece did not take effect; and that the words in the second clause "die without any child or children," meant "die without leaving any child or children living at their deaths," so that the gift over to the niece would take effect if the testator's son should die without leaving a child living at his death.

V. C. K. *May* 6, 7, 22, 23, 24, *June* 12.

PARKINSON v. HANBURY.

Mortgage—Redemption—Power of Sale—Notice—Trustee.

P. Mortgages certain leaseholds to C. with power of sale, and in such power is contained the condition of three months' notice in writing, with indemnity to a purchaser upon the vendor's receipt, and with respect to seeing that the notice is given, and the expediency of the sale. P. afterwards conveys the same, to H. & Co. upon trust to sell, and to secure a sum advanced, and gives a written authority to H., & Co., to receive the rents and to make payments. P. dies, and having no representative, C. sells under his power, to H. & Co., but the three months' notice is not given. Administration is then taken out to P's. estate, and H., & Co. render an account to the administratrix, who, fourteen years after, files two bills, one against C. for redemption, and gets a decree for redemption, but not prosecuting it is foreclosed; the other against H. & Co., to set aside the sale as at an undervalue and invalid, by reason of the relative position of the parties, and being without the prescribed notice.

Held, that the ground of undervalue was not made out; that it was a grave question, whether a sale by persons in such a position, and under such circumstances, was valid; but that the three months' notice not having been given, inasmuch as both parties knew that it could not be given, the indemnity clause did not protect the purchasers who were mortgagees and not owners, and that the plaintiff was entitled to redemption.

L. C. PERRY v. HALL. *May* 25, 26.

Power of Attorney—Power to Mortgage—Payment to Agent—Solicitor for opposite Parties—Constructive Notice.

A. gave to B. a power of attorney to receive A.'s rents and official salary, &c., and to act generally in his affairs as fully as he himself could.

Held, that this power, taken together with certain correspondence, authorised a mortgage of policies.

B., an agent under a general power of attorney, had in his possession certain moneys of C., and also two policies belonging to A. his principal. B., *representing that he acted by the direction of* A., borrowed a portion of those moneys, and assigned one of the policies as security, but never paid any portion of the money to A.

Held, that as between A. and C., there was a good payment to A.

V. C. K. TELFORD v. RUSKIN. *June* 12.

Practice—Exceptions—Schedule to answer—Commission Agents—Privilege.

A defendant is required to set forth an account of assets, liabilities, at and up to a particular period, in an ordinary trade, and he sets it out in a book, and claims a right to refer to that, and that he is not bound to append it to his answer by way of schedule, claiming likewise privilege, in that setting forth the names of customers was disclosing private matters which were privileged. An exception to this answer, on the ground that the account was not appended to the answer by way of schedule, allowed.

V. C. K. DACRE v. PATRICKSON. *June* 15.

Will—Construction—Executors taking beneficially.

A testator who is illegitimate, and dies without issue, gives all his personalty to three persons, their executors and administrators, upon trust to lay out £1000 in building and endowing a church, with certain devisees of his real estate, and appoints them executors. Two of the executors disclaim, and the third files a bill, raising the question whether the charitable gift was void, and if so, whether the plaintiff took the personalty for his own benefit.

Held, that he did not, but that the crown was entitled to it.

L. C. RANKIN v. LAY. *May* 26, 28.

Specific Performance—Agreement for a Lease—Breaches of Covenant.

Where there had been an agreement for a lease of a farm, and in a suit for its specific performance, there was a conflict of evidence whether certain husbandry covenants had been broken by the plaintiff (the proposed lessee) specific performance was granted, the lease being ante-dated so as to enable the lessor to have his remedy at law.

This court will not decide a question of fact as to the breach or forfeiture where there is any such conflict of evidence as to leave the matter in reasonable doubt.

V. C. W. LEWIS v. ALLAN. *June* 22.

Practice—Parties—Administration.

In a suit against the surviving trustee and the representatives of the deceased trustee by a residuary legatee for administration of the estate. *Held*, that the assignees of the surviving trustee who had misapplied the funds and become bankrupt since bill filed, were necessary parties.

TO CORRESPONDENTS.

"A SOLICITOR"—Under "General Correspondence."