

DIGEST OF ENGLISH LAW REPORTS.

statements were written out, together with the above, but the word "present" was omitted from before "hope." The written statement was then read to her, and, at her suggestion, the words "at present" were inserted, thus: "with no hope at present of my recovery." It was then signed by her. *Held*, that the declaration was not admissible. It did not appear that the deceased was absolutely without hope.—*The Queen v. Jenkins*, L. R. 1 C. C. 187.

3. When an affidavit is made before a notary abroad, the signature of the notary must be verified before the affidavit can be admitted. *In re Davis's Trusts*, L. R. 8 Eq. 98.

EXECUTION—See FRAUDULENT CONVEYANCE, 2.

EXECUTOR AND ADMINISTRATOR.

1. The court allowed one who had been appointed an executor, and had renounced that office, to take administration with the will annexed, notwithstanding a rule that no person who had renounced in one character should take a representation to the same deceased in another character.—*Goods of Russell*, L. R. 1 P. & D. 634.

2. A female took administration of the estate of the deceased as a creditor, got in a large part of the estate and paid some of the debts, and then married and died. The husband had taken possession of leaseholds, part of said estate, but no fund had been set apart for the payment of the wife's debt. *Held*, that administration of the unadministered effects of the deceased could not be taken by the husband in his own right as a creditor, but only as representative of his wife.—*Goods of Risdon*, L. R. 1 P. & D. 637.

3. A testator made two persons his executors and also the trustees of the residue of his estate, part of which consisted of a bond given by the trustees of a minor. The latter on coming of age, within a year of testator's death, gave his bond to said executors jointly, in place of the bond of his trustees. Ten years afterwards, the obligor of the substituted bond paid part of the money to one of the obligees, who signed a receipt himself, and forged the signature of his co-obligee, and embezzled the money. *Held*, (1) that the obligor was discharged by the receipt of one executor, though he meant to have that of both; (2) that the acceptance of the substituted bond by the executors was not a breach of trust; (3) that the lapse of ten years was not of itself notice to the obligor that the estate had been administered and the execu-

tors had become trustees.—*Charlton v. Earl of Durham*, L. R. 4 Ch. 433.

4. A testator devised all his real estate upon certain trusts. Some of the gifts lapsed to the heir. The personality was insufficient to pay the debts. *Held*, that the lapsed shares must go first to pay the costs of administration.—*Row v. Row*, L. R. 7 Eq. 414.

See REVOCATION OF WILL, 2, 3.

EXECUTORY DEVISE—See FORFEITURE; PERPETUITY.

FORFEITURE.

A testator appointed some and devised other real estate to his wife and her assigns during her life, and, after her death, to his son in fee, with a proviso that if his wife should do any thing whereby she should be deprived of the control over the rents and profits, so that her receipt alone should not be a sufficient discharge for the same, her estate should determine as effectually as it would by her actual decease. By a first codicil, he appointed and devised his said estate, after the death of his wife, to his son for life, with remainders over. By a second, he gave his personal estate to his wife for life, for her separate use, independently of any future husband. The wife married again without making any settlement. *Held*, that her interest was forfeited, in spite of the word "assigns" and the allusion to a second husband, and that the remainders limited by the codicil, both in the appointed and devised estates, were accelerated.—*Craven v. Brady*, L. R. 4 Ch. 296; s. c. L. R. 4 Eq. 209; 2 Am. Law Rev. 276.

See MORTGAGE, 3.

FRAUD—See BOND; COMPANY, 1, 2; PARTNERSHIP, 1; WILL, 12.

FRAUDULENT CONVEYANCE.

1. When a man executed an antenuptial settlement and married a woman with whom he had previously cohabited, with intent to defraud his creditors, the wife being implicated in the transaction: *Held*, that the settlement was void as against creditors.—*Bulmer v. Hunter*, L. R. 8 Eq. 46.

2. January 23, 1867, an examination of defendant's conduct as chairman was begun. February 13, he settled all his property on his children, with power to the trustees to pay him such part of the income as they might think fit. May 6, an order was made against him. *Held*, that the conveyance might be set aside at the suit of creditors having no lien on or order charging the property conveyed, the bill to be brought on behalf of all the creditors. Independent proceedings were necessary for